

OFFER SHEET SUMMARY

TOTAL COSTS (A11)

Page 1 of 6

INSTRUCTIONS: When completing Offer Sheets in Excel, totals will automatically populate. All data inputted in the Offer Sheet Breakdowns (pages 2, 3, & 4) will automatically populate in the Offer Sheet Summary thus no data will need to be inputted in the Offer Sheet Summary except for the Service Call Hourly Rates section.

Contractor's Name:		Bestway Services, Inc.				
Location of Service:		Los Angeles, CA				
Date:		3-Aug-16				
STANDARD SERVICES		Base Year (12 months)	Option 1 (12 months)	Option 2 (12 months)	Option 3 (12 months)	Option 4 (12 months)
A11	ANNUAL CUSTODIAL TOTAL (DIRECT COSTS, OTHER DIRECT COSTS, INDIRECT COSTS)	\$ 1,073,052.20	\$ 1,050,595.00	\$ 1,068,137.00	\$ 1,086,030.00	\$ 1,098,236.00
ANNUAL GRAND TOTAL		\$ 1,073,052.20	\$ 1,050,595.00	\$ 1,068,137.00	\$ 1,086,030.00	\$ 1,098,236.00

*SERVICE CALL HOURLY RATES	Base Year (12 months)	Option 1 (12 months)	Option 2 (12 months)	Option 3 (12 months)	Option 4 (12 months)
Productive Employee	\$ (b) (4)	Hourly rates are proposed only once. In the event of wage determination rate increases, these rates may be escalated per FAR 52.222-43			
Supervisory Employee	\$ (b) (4)				

*Quote a price per man hour for providing Service Call services when ordered that are in addition to the services specified herein for the Standard Services. This services provision is intended to be used to satisfy the Government's short term non recurring needs for service.

B P A

National Building Services
Scope of Work
Custodial and Related Services

SOLICITATION NUMBER: GS -09P-16-KS-A-7012

SERVICE: CUSTODIAL AND RELATED SERVICES

LOCATION(S): LOS ANGELES COURTHOUSE
350 W. FIRST STREET
LOS ANGELES, CA 90012

PERIOD OF PERFORMANCE: September 1, 2016 through August 31, 2017
with (4) one-year Option Lots

GENERAL SERVICES ADMINISTRATION
Acquisition Management Division, Services Branch
Recurring Services Contracts Section
50 United Nations Plaza
4th Floor East (9PQ3R)
San Francisco, CA 94102
Attention: Tania Ramsay

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A.1 STANDARD FORMS 1449

See attached

B. SERVICES, ORDERING AND PRICES

B.1 DESCRIPTION OF SERVICES

This is a Performance Based Statement of Work (PBSOW). The Contractor shall provide all management, supervision, labor, material, supplies, equipment, and interpersonal skills necessary to ensure the effective performance of custodial maintenance and related services at the following location. This PBSOW requires that the Contractor maintain an on-going dialogue with the designated Government representative.

LOCATION: Los Angeles Courthouse (LACH)
350 West First Street, Los Angeles CA

PERFORMANCE PERIOD: Base Period plus Four (4) One (1) Year Option Periods

Service Call Hourly Rates

Quote a price per man-hour for providing Service Call services when ordered that are in addition to the services specified herein for the Standard Services. This services provision is intended to be used to satisfy the Government's short term non-recurring needs for service.

Orders for reimbursable Service Calls up to \$2,500 may be placed orally, and processed using a GSA charge card. Orders that exceed \$2,500 may be placed or confirmed by issuance of a GSA Form 300, Order for Supplies or Services. The GSA Form 300 will describe the service to be provided and will establish, excluding emergencies, the maximum number of hours for which the Contractor will be compensated. Orders paid for by a GSA charge card may not exceed the cardholder's single purchase limit. Individual orders for service calls involving more than 40 man-hours will only be issued with the Contractor's agreement. Should a continuing need for services arise, a contract modification will be negotiated pursuant to the "Changes" clause.

Vacant Space

The Rentable Square Footage listed on the Building Information Data Sheet is for a fully occupied building. The Contractor's bid shall reflect pricing for a fully occupied building. In the event that there is vacant space in the building, the contractor shall be notified at the time of the site-visit. If there is a substantial amount of vacant space (3,000 or more), it will be noted on the Building Information Data Sheet.

If there is more than 3,000 rentable square feet of vacant space that will be vacant for more than three (3) months *at the time of award*, the CO shall determine if the contract will be awarded minus the vacant space at the awarded cost per square foot. If so, as the vacant space is filled, it shall be added back into the contract at the current cost per square foot.

During contract performance, if vacant space occurs and it is less than 3,000 rentable square feet and vacant for less than three (3) months, then the COR shall take deductions for the vacant space on the effective date, as stipulated in writing by the COR, and will continue until the effective date on which the cleaning is resumed. The COR shall utilize the "[Vacant Space Reduction](#)" template found in Section "I" of the contract. If more than 3,000 rentable square feet becomes vacant for more than (3) months, the CO shall determine if a modification to the contract is necessary.

C.1 DEFINITIONS

General Program

The work specified in this specification shall be in accordance with all Federal, State, county and city laws, codes, and ordinances and shall follow the more stringent of them. In addition to compliance with these laws, the Contractor shall follow all applicable standard industry practices including, but not limited to, the Occupational Safety and Health Act (OSHA) and the National Institute of Building Sciences (NIBS).

Above Standard Services

Above Standard Services are services not covered in the monthly price of the contract. Contractor prices include all applicable labor, materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

Acceptance

The term constitutes acknowledgment that the supplies or services required in the contract conform to applicable contract quality and quantity requirements.

Approval

'Approval' means the Government has reviewed the submittals, deliverables, or administrative documents [e.g., insurance certificates, Safety Data Sheets (SDS's) formerly Material Safety Data Sheets (MSDS), etc.], and has determined that the documents conform to contract requirements. Government approval shall not relieve the Contractor of responsibility for complying with Federal, State, and local laws and regulations.

Building

A reference to 'facility' and 'site' is interchangeable with 'building.' A man-made structure or edifice which services are performed within or on the exterior of the formation and is intended to support or shelter any use or continuous occupancy.

Cleanable Square Feet

This is calculated by taking the buildings Gross Square Feet and removing the square footage of the buildings non-cleanable and low frequency cleaning areas, which include but are not limited to: walls, stairwells, electrical closets, closets, mechanical rooms, storage rooms, raised floor computer rooms, etc. Refer to Exhibit 1 for more detailed information on the building's cleanable square footage.

Contracting Officer (CO)

The CO has the responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take action on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized Government representatives.

Contracting Officer's Representative (COR)

The COR shall be appointed by letter from the CO. The CO uses CORs as the primary Government representatives for the administration of the contract. CORs shall have proper training and experience in inspecting contracts, but do not have the authority to modify the contract.

Contractor

Reference to 'Contractor' throughout the SOW even for those references to subcontracted type tasks shall mean the responsibility of the contract service provider.

Custodial

A reference to 'custodial' is interchangeable with 'janitorial'. Custodial and related services can include cleaning, window washing, trash removal, recycling, landscaping, and maintaining a building or area.

Environmentally Sustainable

These are products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, product, chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Refer to the *Federal Requirements* section for a list of environmentally sustainable attributes and certifying entities.

Federal Holidays

Federal holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. When Federal Holidays fall on weekends, a weekday is typically designated as the holiday.

Federally Equipped Food Service

This is a facility in Federal Government space where the Government procures and maintains the inventory of food service storage, preparation, cooking and hot and cold holding equipment.

Guiding Principles for Sustainable Existing Buildings

A practice of using processes that is environmentally responsible and resource-efficient throughout a building's life-cycle. The goal is to minimize and offset consumption of energy, water, and other resources and to eliminate all waste and pollution from building operations and activities. The result is to reduce the environmental impact of the Federal Government, which will expand and complement the building design economy, utility, durability, and comfort.

The common objective is to reduce the overall impact of the built environment on human health and the natural environment by:

- Improving energy efficiency and reductions in greenhouse gas emissions.
- Reducing water consumption intensity.
- Acquiring green products and services.
- Implementing pollution prevention measures, including reduction or elimination of the use of toxic and hazardous chemicals/materials.
- Implementing cost-effective waste prevention and recycling programs.
- Increasing diversion of solid/trash waste.

Resource: http://www.wbdg.org/resources/env_sustainability.php

GSA Green Purchasing Program (GPP)

The GPP which includes the Green Purchasing Plan specifies requirements to promote the purchase of environmentally sustainable products and services.

Green Cleaning

Green Cleaning is a planned and organized approach to cleaning specifically designed to protect building occupant s' and workers' health, while at the same time reducing environmental impacts.

LEED-EB

Leadership in Energy and Environmental Design for Existing Buildings (LEED-EB) provides building owners and operators with a concise framework for identifying and implementing practical & measurable green building design,

construction, operations & maintenance solutions. Once a building has achieved LEED certification, all future purchases & services must be evaluated to ensure compliance with LEED certification.

Modification

Modification is a bilateral or unilateral change in the terms of a contract.

Ordering Official

Ordering Officials are appointed by letter from the CO. Ordering Officials shall be the Government's representative for the ordering of supplies and services.

Performance Based Service Contracting

This is a procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the Contractor by allowing the Contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Government.

Product Preference

Products that are identified as environmentally sustainable shall be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

Quality Assurance Surveillance Plan (QASP)

The QASP is the Government's surveillance method for monitoring and evaluating the Contractor's performance under a Performance Based Statement of Work (PBSOW).

Quality Control Plan (QCP)

The Quality Control Plan describes the methods used by the Contractor to identify and correct deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor.

Sanitize

This is the process of removing dirt and *certain* bacteria so that the number of germs is reduced to a level that the spread of disease is unlikely.

Service Calls

Service calls are considered standard service requirements, such as requests for rearranging of furniture in a conference room, special events support, spills, replenishing restroom supplies, etc.

Standard Services

A standard service is defined as all services that are included in the monthly price or are defined in the contract document. Prices are to include all applicable labor, materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

Stewardship

This is the responsibility for managing, conducting or supervising the quality, state or condition of a commercial or institutional building.

C.2 OBJECTIVES AND SCOPE

This contract is for custodial and related services with a Performance-Based Statement of Work (PBSOW) for Region 9, Custodial and related services for the Los Angeles Courthouse located at 350 W. First Street, Los Angeles, CA. As a performance-based contract, the requirements are stated in terms of desired results with associated quality standards. The contract consists of two major functional areas: standard services and above standard services.

Custodial and related services provided by the Contractor are arranged and oversight is provided through one or more of the following entities: GSA's Regional Office, Service Centers, Field Offices, or Local Offices. These entities represent the Property Management organizations that have been adopted by GSA's regional leadership.

All references incorporated herein as Web sites (URL's) are up-to-date but may be subject to change by their web publisher. Web pages are provided to the Contractor for additional clarity. A change to any Web site specified in this contract does not change or alter the contract objectives identified herein.

C.2.1 The Contractor Shall

1. Furnish all personnel, labor, equipment, materials, tools, supplies, supervision, management, training/certifications, and services, except as may be expressly set forth as Government furnished, and otherwise accomplish all actions necessary to or incident to, perform and provide the work efforts described in the contract.
2. Ensure that their employees are properly trained, licensed and/or certified to operate necessary building systems or equipment for which licensed and/or certified personnel are required by Federal, State, or local laws; codes, or ordinances.
3. Be responsible to make the management and operational decisions to meet the quality performance standards required under this contract.
4. Use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.
5. Implement an effective Quality Control Plan (QCP).
6. Implement an effective service call system that results in prompt, professional, and courteous resolution of tenant concerns.
7. Keep the CO or their designee informed of current status of the work being performed; provide all submittals and other pertinent information needed by the CO or their designee.
8. Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.
9. Provide training/certifications for their employees that stress stewardship in cleaning practices i.e., the use, disposal and recycling of cleaning chemicals; and dispensing equipment and packaging. Current information on stewardship, training, educational materials and other issues can be found in ASTM E1971-05 or at the ASTM web site. Information on these items is also available on the web site: Stewardship for the Cleaning of Commercial and Institutional Buildings (www.astm.org) and ISSA's web site (www.issa.com).

C.2.2 Cleaning Hours

The performance of the cleaning at building(s) shall take place between the hours of 6 a.m. and 12 a.m. The hours shall not be changed unless authorized by the CO or their designee.

C.3 GREEN CLEANING

C.3.1 Green Cleaning Plan

The Contractor shall use green cleaning products, processes and equipment, and shall demonstrate such capability by submitting a green cleaning plan to the CO within 5 days prior to the start of work, in accordance with the *Contractor Submittals/Deliverables Chart* at the end of section C, that describes methods, materials, and equipment used under the contract. Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and workers' health and reduce the impact on human health and the environment

C.3.2 Green Cleaning Training

The Contractor shall provide training to their employees that stress proper *stewardship* in green cleaning practices. The Contractor shall conduct Green Cleaning Training, at a minimum annually, and shall submit written certification to the CO within 5 days of completing the training. Information on stewardship, training, and other issues can be found in ASTM E1971-05, Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings www.astm.org/. The focus of this training is to address appropriate cleaning activities and processes to maximize eco-efficiency and to minimize adverse impacts on the building occupants, cleaning personnel, the building structure itself, and the environment. Adherence to the principles set forth in this guide can lead to greater tenant and occupant satisfaction, reduced operational costs, and greater productivity (for occupants and cleaning personnel).

C.3.3 Sustainable Product Requirements

GSA purchases for products and services must meet sustainable product requirements. Every contractor shall comply with these sustainable product requirements by using products that meet the criteria and standards listed in the PBS Sustainable Product Requirements document at the time of contract award, and/or exercise of option modification. The contractor is also responsible for providing sufficient documentation to confirm that the products provided have the required sustainable criteria, upon the Government's request.

The Contractor shall be responsible for complying with the following Federal Acquisition Regulation (FAR) Green Clauses:

52.223-2 AFFIRMATIVE PROCUREMENT OF BIO-BASED PRODUCTS UNDER SERVICE & CONSTRUCTION CONTRACTS (SEPT2013)

(a) In the performance of this contract, the contractor shall make maximum use of bio-based products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated bio-based products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) *Definition.* As used in this clause—

“Energy-efficient product”—

(1) Means a product that—

- (i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
- (ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

(2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions ([42 U.S.C. 8259b](#)).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (*i.e.*, ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for—

(1) ENERGY STAR® at <http://www.energystar.gov/products>; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

52.223-16 ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014)

(a) *Definitions.* As used in this clause—

“Computer” means a device that performs logical operations and processes data. Computers are composed of, at a minimum.

(1) A central processing unit (CPU) to perform operations;

(2) User input devices such as a keyboard, mouse, digitizer, or game controller; and

(3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

“Computer display” means a display screen and its associated electronics encased in a single housing or within the computer housing (e.g., notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394-2008™, Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

"Desktop computer" means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications. Integrated desktop computer means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

- (1) A system where the computer display and computer are physically combined into a single unit; or
- (2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

"Notebook computer" means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

"Personal computer product" means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT, see www.epa.gov/epeat.

52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (May 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

C.3.4 LEED-EB

The policy of GSA is to bring most, but not all, of its owned buildings into conformity with the most current and Government-accepted version of LEED's current rating system by the U.S. Green Building Council (www.usgbc.org).

Only in those instances where GSA is pursuing LEED certification will additional LEED scope requirements be added to this specification. Criteria for specific LEED Existing Building (EB) credits will be provided by the LEED-EB Project Manager or designee. More information on LEED-EB is found at www.usgbc.org.

C.4 SUPPLIES AND PRODUCTS

C.4.1 Sustainable Supplies and Products

The Contractor shall use safe and environmentally friendly products as referenced throughout this specification. Green cleaning products and processes include, but are not limited to bio-based products, products containing recycled content, environmentally preferable products and services, and otherwise environmentally friendly products and services that minimize the use of energy, water, and other resources.

Chemical concentrates that require dilutions are preferable compared to ready-to-use products and should be used whenever possible. Dilution control equipment shall be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals. Green cleaning products and processes shall be compliant with EPA's, *Guiding Principles for Sustainable Existing Buildings*. Information on these guidelines can be found on EPS's website at <http://www.epa.gov>.

The Contractor shall also follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), American Society of Testing Materials (ASTM), Carpet and Rug Institute (CRI), and applicable standards of the Environmental Protection Agency (EPA).

C.4.2 Sustainable Purchasing Requirements

The Contractor shall comply, regardless of the size of the project, with the Federal sustainable purchasing requirements set forth in Federal Acquisition Regulation (FAR) Part 11 and FAR Part 23 and must show compliance with the Key Sustainability Products (KSP) standards in the performance of this Contract.

Currently, there are five (5) Key Sustainable Products being tracked for the custodial and related services program. Their associated standards are listed in the table below and are also posted on the Sustainable Facilities Tool Green Procurement Compilation at <https://sftool.gov/greenprocurement/green-services/7/janitorial-services> then click on the "34 Related Products link" for more information.

PBS Key Sustainable Products and Standards

Product	Sustainability Standard
General Purpose Floor Cleaner	Green Seal standard GS-37, Eco Logo standard UL2759 or EPA Design for the Environment (Dfe)
Wastebasket Liners (24" x 33" or smaller)	≥ 30% postconsumer recycled content and ≤ 0.4 mils thick
Hand Soap	Green Seal standard GS-41, Eco Logo standard UL 2784 or EPA Design for the Environment (Dfe) and USDA Certified Bio-Preferred
Paper Towels	≥ 50% post-consumer recycled content and 100% total recycled content or Green Seal standard GS-1
Bathroom Tissue	≥ 25% post-consumer recycled content and 100% total recycled content or Green Seal standard GS-1

The KSP requirements supersede any conflicting sustainable product requirements in the scope of work (SOW). Contractors shall also be responsible for meeting sustainable requirements for any non-KSP products in the

SOW.

C.4.3 Guidelines for Purchasing of Supplies and Products

The Contractor shall give preference to environmentally sustainable supplies and products. For the purpose of this specification, environmentally sustainable shall include, but not be limited to:

1. EPA's Environmentally Preferable Purchasing List.
2. Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANS). Items such as seat covers and towels shall contain 40 - 100% recovered fiber with 40 - 60% from post-consumer fiber and toilet tissue shall contain 20 - 100% recovered fiber, with 20 - 60% from post-consumer fiber). Trash bags, mulch and hoses are specified on the CPG list.
3. Concentrated and ready-to-use cleaning chemicals (spray bottles must be labeled with the contents) that use ecologically sound packaging and are phosphate-free, non-corrosive, non-combustible, non-poisonous, non-reactive, and non-aerosol; contain no carcinogens, mutagens or teratogens; contain no ozone-depleting substances; and are bio-based and fully biodegradable. Such products shall have lower toxicity, and reduced potential for skin, eye, and, respiratory irritation than comparable products used for the same purpose and shall contain no unnecessary dyes or fragrances. Chemical concentrates that require dilutions are preferable compared to ready-to-use products and should be used whenever possible. Dilution control equipment shall be used to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals.
4. Floor finishes and floor maintenance products that are free of metals, such as zinc, arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium.
5. Green Seal Certified and/or EPA's 'Design for the Environment' label.
6. United States Department of Agriculture (USDA) bio-based designation.

For the categories of items that are EPA-designated (Comprehensive Procurement Guidelines [CPG]) and USDA designated in the Bio-Preferred Program (visit <http://www.bio-preferred.gov/>), and when all other factors are equal (such as price, performance, and availability), the Contractor shall select a CPG product (recycled) over a bio-based product. For other purchases, unless the Contractor receives an exemption from the Contracting Officer, the Contractor shall select USDA designated products over products with other sustainable attributes.

Products designated under Federal sustainable product programs – USDA Bio-Preferred, EPA CPG, EPA Design for the Environment, and Department of Energy's EnergyStar and FEMP - can be found on www.sftool.gov. Sustainable products designated under third-party programs include but are not limited to Green Seal™ and Environmental Choice. Examples of environmentally sustainable product attributes are found in section "J" in the "[*Examples of Environmentally Sustainable Product Attributes*](#)" exhibit. This list is not all inclusive. For those categories of product not recognized by one of the aforementioned standard's, preference shall be given to products meeting the California Code of Regulations maximum allowable Volatile Organic Compounds (VOC) levels for the appropriate cleaning product category(California Air Resource Board/California Code of Regulations (CCR), Title 17 CCR Section 94509 – (Topic cited; Standards for consumer products at www.calregs.com).

C.4.4 Affirmative Procurement Program

As a Federal procuring agency, the GSA is required by the Resource Conservation and Recovery Act (RCRA), Section 6002 and Executive Order (EO) 13423 Strengthening Federal Environmental, Energy, and Transportation Management to procure and use products containing post-consumer content (recycled material); environmentally preferable; and bio-based products. RCRA Section 6002 and Letter 92-4 requires Federal agencies to develop and implement their own Affirmative Procurement Program to facilitate the procurement of these products.

1. Compliance with appropriate clauses and subparts of FAR 7, 11, 12, 13, and 23.

2. Cleaning chemicals, tools, equipment, supplies, or materials that shall be selected with consideration to minimizing the impact on both human health and safety as well as reducing other potential environmental impacts.
3. Cleaning processes, work practices, and procedures shall minimize exposures to workers and building occupants and contribute to the promotion of environmental stewardship.
4. GSA offers a variety of environmental products to its Federal customers to assist in their efforts to comply with procurement responsibilities outlined in Federal environmental laws and regulations. Information is available at the GSA Federal Acquisition Service (FAS) Environmental homepage at <http://gsa.gov/enviro>.
5. Additional information on environmentally preferable products may be found through sources such as the U.S. EPA's Environmentally Preferable Purchasing Program's website: <http://yosemite1.epa.gov/oppt/eppstand2.nsf>.

C.4.5 Exemptions

Exemptions can be granted to the Contractor only by the CO or their designee if cleaning products that meet the criteria above are (1) not reasonably available within a reasonable period of time; (2) fail to meet the performance standards set forth in the specification or fail to meet the reasonable performance standards of GSA; or (3) are available only at an unreasonable price, only then can the custodial Contractor use other types of products. In these cases the Contractor shall continue to use, to the extent possible, the safest and most environmentally friendly products.

C.4.6 Proof of Compliance

The Contractor must, at all times during the performance of this contract, maintain documentation such as, pages of specs, instructions, dimensions, etc. to validate compliance with product purchasing activities as stated within this specification identified in the Section J exhibits. The Contractor shall provide copies of such documentation to the CO or their designee upon request.

C.4.7 Purchasing Reports

The Contractor shall submit information on green purchasing practices specific to the performance of this contract. Records showing the monthly cost of green cleaning products and materials purchased shall be provided to the USDA and the CO or their designee by the Contractor so that this report can be submitted by the CO or their designee as required by the Resource Conservation and Recovery Act (RCRA), USDA, and EO 13514. Reportable information and formats are provided in Section J, for the following:

1. Annual Bio-Based Product Reporting: The Contractor shall provide a list of USDA-designated bio-based products purchased October 1-September 30, during the previous fiscal year. Information will include the types and dollars spent on these products. The Contractor shall submit the report in accordance with Federal Acquisition Regulation (FAR) Clause 52.223-2 no later than October 31 of each year during contract performance **AND** at the end of contract performance. The reports shall be submitted to <https://www.sam.gov/>. Further information on this requirement can be found in section "J" in the "[*Bio-Based Purchase Reports*](#)" exhibit.
2. Annual Green Product Reporting: The Contractor shall submit a report of all green products (other than bio-based) to include: Green Seal, Design for Environment (DfE), Comprehensive Procurement Guidelines (CPG, recycled content), and Environmental Choice (low VOC, Non-Ozone Depleting), as well as non-green (Hazardous/Toxic) products to the CO no later than October 31 of each year during contract performance **AND** at the end of contract performance. The report shall include the cost of cleaning products and materials purchased under this contract. Further information on this requirement can be found in section "J" in the "[*Green Purchase Reports*](#)" exhibit.

C.4.8 Recycle Content Certification

The Contractor shall provide a recycled content certification in accordance to FAR 52.223-9 "*Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items*" to the CO within 15 days of the end of contract performance (*End on contract performance is at the end of a five year period; base year with four one year options/follow-ons. However, the contract performance period could end prior to a five year period, in which case, the Certification would be due*).

C.4.9 Safety Data Sheets (SDS)

The Contractor shall furnish to the CO all Safety Data Sheets (SDS's) formerly (Material Safety Data Sheets (MSDS)) with an inventory of all products, 5 days prior to the start of work. All new products used during the life of the contract must have SDS's provided to the CO prior to bringing and/or using these products on site. The Contractor shall use only commercially available products that meet Federal, State, and local codes. These requirements shall include those identified in Executive Order 13423.

C.5 INTERIOR STANDARD SERVICES

C.5.1 Performance Standards

The Contractor through innovation, technology, or other means shall perform the work in this contract to meet the quality and performance standards in this Section. Evaluations of the Contractors work shall be based on the standards in this Section and conducted in accordance with the Government's 'Quality Assurance Surveillance Plan (QASP).'

C.5.2 Floor Care

Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. The finished area shall have a uniform luster. There shall be no buildup of finish in corners or crevices.

If the building contains "Post Office floors", the standard floor care services shall apply.

The Contractor shall provide a floor maintenance schedule to the CO within 5 days prior to the start of work.

Bare Floors: Floors, base moldings, and grout shall be clean and free of debris including but not limited to dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.

Wet mopping of bare floors shall be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. These floors shall be slip resistant. Surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.

Mops and cleaning rags shall be cleaned and sanitized before and after each day of use. Mops and cleaning rags used in restrooms, including diapering areas in restrooms and Child Care centers, shall not be used to clean any other areas.

ADP/Data Center Floors: Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP)/Data Center spaces.

Asphalt Floors: Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.

Granite and Marble Floors: All applicable floor areas shall be maintained in accordance with industry standards, and the standards identified in the Contractor's 'Quality Control Plan.'

Loading Dock Floors: Spill residues and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA) and/or State and local regulatory agency requirements.

Stripping Floors: The old finish or wax shall be removed in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuffmarks, or wax build-up in corners or crevices. UNDER NO CIRCUMSTANCES SHALL BURNISHING OR DRY STRIPPING METHODS BE USED ON ACBM FLOORING.

Sealing Floors: Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.

Wood Floors: There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring.

C.5.3 Carpets and Rugs

Extraction (Public Areas Only): Build-up spills and crusted materials shall be removed along with removable spots and smears. There shall be no areas of deterioration or fuzzing to the carpets and rugs as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets. The Contractor shall coordinate with the CO or their designee the times when carpet shall be cleaned. The carpet shall be dry before customers occupy the building on the next business day. The Contractor shall take measures to prevent the growth of mold. Moving of duplicating equipment, computer equipment, and similar types of electric and electronic equipment is to be coordinated with the CO or their designee and customer, as required, prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions.

Spot Cleaning: Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted materials.

Vacuuming: Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contractor shall utilize at a minimum HEPA vacuum cleaners that meet the requirements of the Carpet and Rug Institute's 'Seal of Approval/ Green Label Vacuum' Program.'

C.5.4 Floor Mats and Runners

The Government shall furnish all mats and runners.

Mats and runners shall be laid out as specified by the CO or their designee at main entrances, main lobbies, and main and secondary corridors at all times, and must have finished edges. Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted materials. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the CO or their designee so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASEE A1264.2-2006 'Provision of Slip Resistance on Walking/Working Surfaces Guidelines.'

The use of larger mats and runners, where appropriate, as opposed to several smaller mats and runners, is preferred to eliminate overlapping and to reduce potential tripping hazards.

In the event of wet or inclement weather, the inclement weather mats and runners shall be placed at entrances and at other areas identified by the CO or their designee prior to the building occupants reporting to work. Wet or inclement

weather mats and runners shall be removed, cleaned, and stored by the Contractor when the CO or their designee determines that they are no longer required.

C.5.5 Restrooms, Shower Rooms, Locker Rooms and Holding Cells

Cleaning: All areas shall be cleaned using a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustations. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids and waste, and graffiti. Shower curtains shall be cleaned and free of mold and dirt.

Restrooms shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.

Dispensers: The Government shall provide dispensers, including dispensers in tenant break rooms. The Contractor shall replenish supplies, fill dispensers, and replace damaged dispensers (like-for-like) as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. Supplies including dispenser construction and efficiency shall be consistent with the safe and environmentally friendly products requirements referenced throughout this specification. Hand soaps shall not contain antibacterial agents except where required by Federal, State, local requirements and health codes. Monies collected from tampon and sanitary napkin dispensers shall be retained by the Contractor who shall provide and replenish the products at their expense.

Floors: The quality standard for providing standard service is the same as that described in the *Floor Care* section.

Receptacles: The Government shall provide receptacles. The Contractor shall empty, clean, and sanitize the sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR §1910.1030 (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html).

C.5.6 RESERVED

C.5.7 Fixtures

Clean and Sanitize: All fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls, etc.) shall be clean with no dust, spots, soiled substances, discoloration, mold, build-up, or excess moisture.

Drinking Fountains: All fountains shall be free of dirt, watermarks, and all other debris or encrustations. Drinking fountains shall be sanitized and present a lustrous appearance.

C.5.8 Surfaces

Horizontal Surfaces: All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed. Surfaces should be damp mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations.

Metal and Woodwork: Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soiled substances, encrustation, and streaks.

Glass Cleaning: All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70 inches' of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots, grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture. For cleaning of glass surfaces above 70 inches, refer to Section C.5.10.

C.5.9 Walls

All wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning shall not cause discoloration.

C.5.10 High Cleaning

High Surfaces: Surfaces between 70 inches and 144 inches shall be cleaned and free of dirt, dust, and cobwebs. Where glass is present, both sides shall be clean and free of streaks. This does not include the removal of vents, tiles, or fixtures. The Contractor shall notify the CO or their designee immediately if there is any residue build-up found in the air diffusers, vents or air grills.

C.5.11 Dusting

There shall be no dust, streaks, oils, spots, and smudges on surfaces with a preference to using a micro-fiber or damp cloth, or backpack vacuum fitted with the appropriate dusting tool.

C.5.12 Trash, Wastebaskets and Ash Receptacles

All trash (including restrooms) shall be collected and removed to a location designated by the CO or their designee. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash and debris containers shall not be torn, worn, or contain residue. All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue.

The Contractor shall notify the CO or their designee of any item or material identified by the Environmental Protection Agency (EPA) and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste observed in the trash receptacles. Typical prohibited wastes include, but are not limited to, fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries as specified in 40 CFR § 260-273.

C.5.13 Recyclables

The Contractor shall provide all labor, and the means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas as designated by the CO or their designee and as described in the *'Recycling'* section.

C.5.14 Elevators and Stairways

Door Tracks: Tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.

Exterior and Interior Car Surfaces: Surfaces shall be clean and free of finger marks, smudges, and spills. Carpets and floors shall be free of removable spots, dirt, and debris. Floors requiring a finish shall be maintained at a high luster.

Exposed Surfaces, Treads, Risers and Landings: Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris.

C.5.15 Plate Glass

All interior glass (to include glass over and in vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy.

C.5.16 Window Washing

The windows shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. All windows shall be cleaned annually. Cleaning frequencies that are above standard shall be completed on a reimbursable basis to the Contractor. Cleanings of both sides of the windows shall be coordinated to maximize cost effective operations as directed by the CO or their designee. The Contractor shall comply with ANSI/IWCA I-14.1 (International Window Cleaning Association), and all Federal, State and local regulations.

C.5.17 Blinds and Coverings (Not Including Drapes, Curtains and Unique Coverings)

All blinds, coverings, cord tapes, and valances shall be clean and free of dust, spots, and foreign matter. Blinds and coverings that are not operating properly shall be reported to the CO or their designee for repair.

C.5.18 Fine Arts Collection

The Contractor shall work with the CO or their designee to identify artworks in the building which are considered part of GSA's Fine Arts Collection. The Contractor, the CO or their designee and the Regional Fine Arts Officer shall determine the best way to ensure that regular maintenance such as floor polishing, dusting, and window washing are accomplished in these areas; and to identify and help mitigate site-specific hazards such as pests that may damage the artworks.

C.5.19 Policing Inside Areas

All building areas shall be free of papers, trash, and other discarded materials.

C.5.20 RESERVED

C.5.21 Concessions (Cafeterias, Snack Bars and Vending Machine Areas)

Public Area Cleaning: The custodial contractor shall be responsible for cleaning the concession areas (cafeterias, snack bars, coffee bars, and vending machine rooms) that are accessible by the public after the concession contractor has closed down for the day. The contractor shall clean, sanitize, and ensure that the areas are free of spillages, food crumbs, spots, smudges, marks, and soil build-up. These areas include: **1)** serving area floors that are considered "public", **2)** floors in the dining area **3)** exterior/interior windows (including ledges and frames) and **4)** cleaning of dining room equipment (tables, table tops and bases, chairs, booths, counters, tray carts, furniture, water stations, and trash/recycling collection stations). Floors shall be maintained using the floor care standard requirements in this contract.

Non-Public Area Cleaning: Concession areas (cafeterias, snack bars and coffee bars) that are not accessible to the public shall be the responsibility of the Food Service Contractor. This includes federally installed cooking equipment, cleaning of kitchens, storage rooms, walk-in refrigeration, and areas behind serving lines and counters. During service hours, the Food Service Contractor shall maintain the "public" serving area floors in a clean, spillage-free condition and shall leave the dining room floor in a "broom clean", spillage-free condition in preparation for the thorough cleaning by the janitorial contractor.

C.5.22 Mail Room

Cleaning: Mail Room space areas include, but are not limited to, service and box lobbies, swing rooms, work rooms, restrooms, locker rooms, supply rooms, vestibules, and loading docks. All areas shall be cleaned in accordance to the standard service requirements.

Flooring: Refer to the standard services Floor Care section.

C.5.23 Fitness Centers and Health Unit

Cleaning: Areas such as the fitness centers and health units shall be cleaned in accordance to the standard service requirements.

Surfaces: All metal (door frames, handles, and fixture) and glazed surfaces (including partitions), shall be sanitized and made free of smears, finger marks, and streaks. Shower curtains surfaces shall be cleaned and free of mold and dirt. Locker exterior surfaces shall be free of dust and streaks.

Equipment: All vinyl surfaces of exercise equipment and exercise mats shall be free of dust, dirt, spots, streaks, and smudges. Cleaning shall be performed under and around the equipment and mats without moving or lifting items.

C.6 EXTERIOR STANDARD SERVICES

C.6.1 Performance Standards

The Contractor shall provide all resources, labor, tools, equipment, transportation, hauling away, disposal, training, supplies, materials, and oversight to ensure that quality and performance standards are successfully achieved.

The Contractor shall make every effort possible to limit the amount of water used during cleaning (i.e. pressure washing, steam cleaning etc.). If pressure washing is necessary to perform the standard services, the Contractor shall notify the CO or their designee and a "[*Building Exterior and Hardscape Plan*](#)", as described in section "J", shall be submitted to the CO prior to performing the work. Pressure washing areas such as parking lots, driveways, streets or sidewalks, etc. shall be limited and possibly prohibited (depending upon local guidelines) during drought restrictions unless there is a health or safety concern (i.e. human and animal waste and biological hazards).

C.6.2 Plate Glass

All exterior glass (to include spandrel glass, glass over and in exterior and vestibule doors, and all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy.

C.6.3 Window Washing

Both sides of the glass shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of interior glass shall be wiped free of drippings and other watermarks. Windows shall be cleaned annually. Cleaning frequencies that are above standard shall be completed on a reimbursable basis to the Contractor. Cleanings of both sides of the windows shall be coordinated with the CO or their designee to maximize cost effective operations. Window washing shall be in accordance with ANSI/IWCA I-14.1 as well as all Federal, State and local regulations.

Safety Plan: The Contractor shall submit to the CO a written Window Washing Safety Plan, as specified in the IWCA (International Window Cleaning Association) requirements within 10 days after the start of work.

C.6.4 RESERVED

C.6.5 Hard Surface Areas

All areas (sidewalks, brick areas, around light poles, hard surfaces, parking lots, surface parking, garages, dock areas, moats, platforms, driveways, ramps, lanes, etc.) shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease. No residual dirt shall remain after the removal of the debris. Spill residues and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

C.6.6 Ash Receptacles and Trash Containers

All solid waste/trash shall be collected and removed to a location designated by the CO or their designee. Trash containers and ash receptacles shall be emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled materials. Sand in ash receptacles shall be replenished as necessary. Plastic liners for all trash containers shall not be torn, worn, or contain residue.

C.6.7 Surfaces (Signs, Vending Machines, Tables, etc)

Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streaks. Surfaces shall be damp mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations. Spill residue and clean-up materials used shall be disposed of properly.

C.6.8 Graffiti Removal

Remove graffiti using industry standard methods (graffiti removal cleansers, solvents, etc.). If the Contractor finds that the graffiti cannot be removed with such methods, the Contractor shall immediately notify to the CO or their designee.

C.6.9 Excrement Removal (Human, Bird and Animal)

All steps, stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center of Disease Control protocols. Knowledge of safety requirements in cleaning areas contaminated by bat, pigeon, or other avian pest excrement is required. The Contractor shall fully train all employees designated to perform these services in accordance with Occupational Safety and Health Administration (OSHA) standards and OSHA approved Federal, State, and local regulations. The certificate of training shall be made available to the CO or their Designee.

C.6.10 Policing Outside Areas (Trash and Debris)

Policing: All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, platforms, driveways, ramps, lanes, etc., shall be cleared of gum, litter, debris, paper, trash, and other discarded materials.

C.7 TRASH MANAGEMENT

The Contractor shall identify and properly segregate all recyclable materials, composting materials, and Universal Wastes (i.e. batteries, pesticides, mercury containing equipment, and bulbs).

The Contractor shall not collect hazardous materials unless specifically contracted to recycle them. Typical prohibited wastes include, but are not limited to, fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (nickel-cadmium and small, sealed lead acid batteries in electronic equipment, mobile phones, portable computers, and emergency lighting). In addition, electronic equipment such as computers and printers shall not be discarded in the trash containers. The Contractor shall notify the CO or their designee of any prohibited or unauthorized items observed in the trash receptacles.

C.7.1. Trash / Recycling Surveys

In order to effectively manage wastes in Government buildings and to comply with Executive Order 13514 (divert at least 50% of waste) it is important for the Contractor to have a full understanding of the waste streams and disposal options available in order to implement and improve the buildings existing trash and recycling programs.

The Contractor shall submit a trash/recycling survey to the CO and the Regional Recycling Coordinator within **60 days after the start of work and at the start of each option period**. Based on the findings, the Contractor shall partner with the Government to set up a trash/recycling program that is cost effective and will maximize the amount of waste diverted to recyclers and away from the landfills and incinerators. All cost savings realized by the Contractor shall be used to reduce the cost of the trash/recycling disposal services at the building.

The trash/recycling survey shall include:

- 1) Determining the profile (amount and composition) of the trash/recycling stream
- 2) Identifying efficient methods for the collection, storage, & transfer of wastes for disposal recycling, & composting
- 3) Recommending the right service level for trash collection and removal to minimize waste pickups

Refer to Section "J", "[Trash / Recycling Survey](#)" exhibit for more information.

The Government may at its discretion perform a comprehensive trash/recycling audit. The results of the audit will be shared and the Contractor shall partner with the Government to implement the audit recommendations.

C.7.2. Trash / Recycling Containers

- Individual Desk-side Containers: The Government shall provide the collection containers.

- Centralized Floor Collection Containers: The Government shall provide the collection containers. Container(s) shall be placed in the areas designated by the CO or their designee, where trash is collected. Full containers with recyclables are to be transported by the Contractor to the dock or designated area for pickup by the recycling Contractor.
- Recycling Collection Containers: The Contractor shall provide the necessary Government approved collection containers/bins and other equipment for use throughout the building for the collection of recyclable materials. These are the mobile type containers/bins and other equipment that the Contractor shall use to collect recyclables from desk-side and/or central recycling containers. These containers shall be in sufficient quantities for the collection of recyclable material prior to removal to the designated holding area.
- Storage Containers: The Government shall provide the necessary storage containers and other equipment, such as compactors, dumpsters, etc., for use in designated holding areas. Containers shall be in sufficient quantities for the collection and storage of the recyclable materials in the holding area prior to removal from the premises by the recycling Contractor.
- Containers and Equipment Responsibility: The Contractor shall be responsible for the removal of recyclables from the collection containers and moving them to the holding area throughout the contract period. The containers, excluding those used to collect paper, shall be labeled, lined and free of residue and any plastic liners shall not be torn, worn or contain residue. Containers shall be kept free from holes, vermin, or foreign matter that might cause injury or stain clothing or furniture, and the containers must not emit unpleasant odors. If any container emits an unpleasant odor, as identified by the CO or their designee, it shall be immediately corrected by the Contractor at their expense. Recyclable materials shall not be handled, stored or transported in any manner that causes safety or health hazards.

All Government supplied equipment and materials shall remain the property of the Government. The Contractor shall be accountable for all recycling equipment and containers belonging to the Recycling Contractor and shall use them only for the intended purpose.

A separate Government contracted trash removal company shall haul all trash and non-recyclables from the premises to an approved waste disposal facility. The custodial Contractor shall collect and transport all trash and debris to designated locations on the loading dock or other designated holding areas for removal from the premises. Holding areas for trash accumulation will be identified by the CO or their designee. All such materials shall be emptied into the appropriate containers with no overflow of these materials in the area around the container. The overflow of materials from containers and dumpsters shall be picked up by the custodial Contractor from the ground and floor area of the waste removal equipment. The custodial Contractor shall immediately report to the CO or their designee pest infestations and any spillage of hydraulic fluids and oil at the collection site. Areas for trash disposal will be identified by the CO or their designee. If trash compactors are used at the building, the custodial Contractor shall operate the compactor. The CO or their designee shall coordinate with the trash removal Contractor to provide training to the Custodial Contractors' personnel in the safe and proper operation of the compactor.

C.8 RECYCLING & COMPOSTING

It is the intent of the Government to keep the maximum amount of materials from the landfills through aggressive recycling and composting. To the extent practicable, both the Government and Contractors shall pursue Government and Contractor revenue sharing opportunities. For example, proceeds received from the sale of recycling material(s) shall be used to lower the cost of trash removal and/or recycling at the location.

C.8.1 Extent of Work

The Contractor shall remove all hydraulic fluid and/or oil spillage caused either by the collection vehicles, or released from containers at the designated centralized collection site (loading dock, etc.). Sorbent use for clean-up shall contain post-consumer recycle content minimum as required. The minimum depends on the type of sorbent used: see the EPA/CPG website for details. Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory requirements.

Unless specifically contracted to recycle items or material identified by the EPA and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, the Contractor shall not collect these items. Typical prohibited wastes include, but are not limited to, fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries. Electronic equipment, such as computers, shall not be discarded in the recycle bins. The Contractor shall notify the CO or their designee of any prohibited or unauthorized items observed in the trash or recycling receptacles.

The Government shall contract with a recycling company to remove recyclables and compostables from premises. The Contractor shall be responsible for providing bio-degradable liners for use in the composting bins and containers. The Government shall be responsible for all fees, if any, associated with recycling.

The Contractor shall:

1. Remove all recyclable and compostable materials to a storage area designated by the CO or their designee. Recyclable and compostable materials may be found in:
 - ☐ Central recycling and compostable bins and containers (located in common areas such as hallways, break rooms, conference rooms, snack bars, cafeteria and restrooms, outside areas, etc.)
 - ☐ Desk side recycling bins and containers
 - ☒ Both
2. Place recycled and compostable materials in containers, dumpsters, or compactors provided by recycler. The Contractor shall monitor containers, dumpsters, and compactors to prevent littering in the holding area. No trash shall accumulate in the holding area.
3. Bale corrugated materials, if a baler is available.
4. Ensure that all custodial staff involved in the recycling and composting program shall fully understand the procedures and requirements.

C.8.2 Collection and Pickups

The Contractor shall ensure that recyclables and compostables are collected and placed in the designated holding areas on a schedule that will maximize the quantity of materials removed from the premises as scheduled. Additional collections of recyclable and compostable materials may be required on a non-reoccurring basis and will be coordinated with the CO or their designee.

C.8.3 Restriction on Use

Recyclable paper purchased under this contract shall be used or sold as recyclable paper only; i.e., for processing at a pulp mill to be made into new paper products. The Contractor shall not use, allow access to, or offer for resale any papers, documents, or file record materials for the information contained therein.

C.9 INTEGRATED PEST MANAGEMENT (IPM)

The Contractor shall have a plan that employs practices and techniques, as they relate to cleaning, trash, and materials handling, that reduces the sources of food and water, harborage, and access routes used by pests in and around the building.

C.9.1 Preventive Pest Maintenance

The Contractor shall implement a preventive maintenance program that identifies and corrects conditions that contribute to pest infestation. Some of the most effective EXAMPLES, include but are not limited to:

- Self-contained compactors rather than dumpsters or stationary dumpsters for storing solid waste/trash awaiting pickup, wherever possible.
- Pressure washing of trash rooms, loading docks, and food preparation facilities. The Contractor shall ensure that run-off into drains and sewers is minimized when using pressure washing devices.
- Food preparation and storage areas remain clean.
- Dedicated, tightly covered receptacles for food waste in indoor areas with chronic pest problems.
- Replacement of dense ground cover in landscapes with chronic rodent problems.
- Employ techniques that may include, but are not limited to, keeping containers closed, removal of debris, etc.

C.9.2 General

A licensed IPM Contractor shall accomplish the monitoring, trapping, and pesticide application and pest removal components of the IPM.

The Contractor shall be responsible for the following areas:

- ☐ Interior Space
- ☐ Exterior Grounds and Paved Areas
- ☒ Both Interior and Exterior

C.9.3 Pests Included and Excluded

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, and any other arthropod pests not specifically excluded in this exhibit. This includes populations of these pests that are located outside of the specified facilities, but within the property boundaries of the facilities.

The following pests are excluded from this contract and should be ordered by the region under a specialized contract:

- Birds
- Mosquitoes
- Snakes
- Vertebrates that are not commensal rodents
- Bats
- Termites
- Other wood-destroying organisms
- Bed Bugs

C.9.4 Initial Pest Assessment

A licensed IPM Contractor shall conduct a thorough, initial assessment of the:

- ☐ Interior Space
- ☐ Exterior Grounds and Paved Areas
- ☒ Both Interior and Exterior

Access to building space shall be coordinated with the CO or their designee. The CO or their designee must inform the Contractor of any restrictions or areas requiring special scheduling. The purpose of the initial assessment is to identify areas or practices that may contribute to pest infestation.

A written report detailing the findings of the initial assessment shall be submitted to the CO within 15 days of the start of the contract. Throughout the life of this contract, the Contractor shall be responsible for notifying the CO or their

designee in writing about any sanitary, structural, or procedural modifications deemed necessary to eliminate pest infestation.

C.9.5 Integrated Pest Management Plan

Prior to initiation of services, the Contractor shall submit to the CO a written IPM Plan within 15 days following the initial assessment. The plan should include integrated methods, routine site inspections and maintenance, routine pest inspections, pest populations monitoring, evaluation of the need for pest control and one or more pest control methods. The plan shall also include a specification of the circumstances under which an emergency application of pesticides can be applied and a communications strategy directed to building occupants.

The IPM Plan shall consist of the following parts:

1. Proposed materials and equipment for service including labels and Safety Data Sheets (SDS's) formerly Material Safety Data Sheets (MSDS) for all pesticides to be used. A list of the brand names of trapping devices, pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service. The use of green and sustainable methods and applications is preferred whenever possible. A list of chemicals used and the purchase price for these chemicals.
2. Proposed methods for monitoring and detection including describing those methods and procedures to be used for identifying sites of pest harborage and pest access and for making objective assessments of pest population levels throughout the term of the contract.
3. An inspection schedule for each building or site. Frequency of contract visits shall depend on the specific pest control needs of each premise. Large office facilities or specified office areas within such facilities with a history of pest infestations will be visited more frequently.
4. A description of any structural or operational changes that would facilitate the pest control effort.
5. A copy of the Commercial Pesticide Applicator Certificate or License for every Contractor representative who will be performing on-site service.

C.9.6 Insect Control

The Contractor shall provide the CO or their designee with signs, placards, literature, or other information so that the CO or their designee can inform building occupants of the nature of the pest application. The information will include, at a minimum, a brief explanation regarding the reason for the pest application, the safety of the products being used, and contact information should the building occupants have questions.

Non-pesticide Products and Use: The Contractor shall use non-pesticide methods of control wherever possible.

EXAMPLES include:

- Portable vacuums with HEPA or MICRO filtration
- Trapping devices

Chemical Pesticide Products and Use: When it is determined that chemical pesticides must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. The Contractor shall minimize the use of liquid pesticide applications wherever possible; EXAMPLES include:

- Bait stations and other types of bait formulations rather than sprays.
- As a general rule, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatment.
- Application of pesticide liquids, aerosols, or dust to exposed surfaces and pesticide space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical.

The Contractor shall obtain approval from the CO or their designee prior to any application of pesticide liquids, aerosols, or dust to exposed surfaces, or any space spray treatments. Other than crack and crevice treatments, no liquid, aerosol, or dust applications shall be made while tenant personnel are present.

C.9.7 Rodent Control

Indoor Trapping: Generally, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Traps shall be checked on a schedule approved by the CO or their designee. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

Use of Rodenticides: In extreme cases, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval from the CO or their designee prior to using any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed in locations not accessible to children, pets, wildlife, and domestic animals or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

Use of Bait Boxes: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following:

- All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
- The lids of all bait boxes shall be securely locked or fastened shut.
- All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
- Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
- All bait boxes shall be labeled on the inside with the Contractor's business name and address and dated by the Contractor's technician at the time of installation and each servicing.

C.9.8 Pesticide Application

The Contractor shall not apply any chemical or non-chemical pesticide products that have not been included in the IPM Plan or approved in writing by the CO or their designee. The Contractor shall provide the CO or their designee with a list of chemicals and their purchase price. If the CO or their designee has concerns or questions regarding chemicals being used, the CO or their designee should contact the Integrated Pest Management Coordinator in GSA's National Capital Region. The Contractor shall employ the least hazardous materials, most precise application technique, and minimum quantity of pesticide necessary to achieve control. Pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency, state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. All chemicals shall be in the original manufacturer's containers and properly labeled.

Chemical pesticides shall not be applied in any Child Care Center without prior coordination and consent of the Child Care Director. Posting and notifying the Child Care Director must be initiated at least 24-48 hours in advance of using any chemical pesticides. Only qualified, trained, and certified personnel or licensed Contractors shall apply any chemicals. Uncertified individuals working under the supervision of a certified pest applicator or licensed Contractor shall not be permitted to provide service under the terms of this contract. Chemicals shall be applied with extreme care to avoid hazard to any person or animal in the immediate or adjacent areas, or property damage.

Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. In no case shall extremely toxic materials be permitted. The Contractor shall not store any pesticide products on Government property. Any emergency applications of chemical pesticides must be approved by the CO or their designee prior to application.

C.9.9 Structural and Procedural Recommendations

Structural modifications for pest control will be the responsibility of the Government. However, throughout the life of this contract, the Contractor shall be responsible for notifying the CO or their designee in writing about concerns with any structural, sanitary, or procedural modifications deemed necessary to eliminate food and water sources, harborage, or access routes that would allow building infestation by pests in and around the building.

C.9.10 Manner and Time to Conduct Service

Routine pest control services that do not adversely affect tenant health or productivity shall be performed during the tenants' normal working hours. The Contractor shall notify the CO or their designee, and the CO or their designee shall provide notice to occupants at least (72 hours) before application of any pesticides during normal conditions and within (24 hours) in emergency situations. An emergency is an exceptional circumstance that poses a clear (or at least perceived) health and safety risk or where operations are severely disrupted. Examples of the first involve some outdoor animal (e.g., bird, snake, bat, or squirrel) that has gotten into indoor space and cannot get out, or a nest of bees or wasps are discovered on the grounds. An example of the second would be a swarm of winged termites or ants emerging into occupied space, which might be completely harmless, but nevertheless are alarming to the occupants. When it is necessary to perform any work outside of the tenant's normal working hours, the Contractor shall notify the CO or their designee at least (24 hours) in advance.

C.9.11 Safety and Health

All work shall comply with the applicable requirements of 29 CFR §1910 and State and municipal safety and health requirements http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html, Where there is a conflict between applicable regulations, the most stringent shall apply.

C.10 ABOVE STANDARD SERVICES

The Contractor shall provide interior and exterior Above Standard Services to fulfill the Government's intermittent need for work. These services are in addition to the services specified as a standard service.

The Contractor shall not divert workforce to accomplish Above Standard Services.

Submit to the CO 30 days after contract award a commercial price list for above standard service listed item(s). The commercial price(s) shall include the duration that the price is valid, minimum quantities to be ordered and any other stipulations that may apply. Unless otherwise requested by the Ordering Official, commercial prices for these services should be given by the square foot for any work defined in terms of its floor space. Work items whose unit of quantity is listed as 'each' should be on a "per item" basis (per blind, per window, per tree, etc.). However, the Ordering Official may request that the Contractor provide the work line items on another basis, 'such as per job' translated as quantity times unit price.

The Government reserves the right to obtain supplies and services from other sources if prices are found not to be fair and reasonable, based on competitive fair market prices.

SERVICES WITH QUALITY STANDARDS

C.10.1. Carpet Extraction (Private Areas)

The quality standard for providing above standard service is the same as that described in the '*Carpets and Rugs*' Interior Standard Services Section.

C.10.2. Window Washing

The quality standard for providing above standard service is the same as that described in the '*Window Washing*' Interior/Exterior Standard Services Section.

C.10.3. Postal Lock Boxes and Mail Cases

All glass view plates and other surfaces of the lock boxes and mail cases shall be free of dirt, dust, streaks, and spots. The Contractor shall coordinate this requirement with the CO or their designee and the postal lock box manager.

C.10.4. Washing of Blinds and Coverings (Not Including Drapes, Curtains and Unique Coverings)

Contractor shall wash both sides of the blinds and coverings. Blinds and coverings that are not operating properly shall be reported to the CO or their designee for repair. The Contractor shall coordinate this requirement with the CO or their designee.

C.10.5. Pressure Washing and/or Steam Cleaning

The Contractor shall remove all dirt, debris, residue, gum, grease, and tar from the exterior areas of the building(s) with the approval of the CO or their designee. Clean-up shall be done in an environmentally sound manner to minimize the amount of waste washed into the storm sewers or onto the grounds. The Contractor shall submit a "[*Building Exterior and Hardscape Plan*](#)", as referenced in section "J", prior to conducting pressure washing services.

The Contractor shall not be reimbursed when pressure washing and/or steam cleaning services are used to accomplish maintenance required in the Standard Services portion of the SOW.

C.11 SERVICE CALLS

Contractor shall provide adequate staff to respond to service calls during building(s) operating hours (see Section J, '*Building Information Sheet*') and during the Contractor's regular cleaning schedule. Contractors shall detail in their Quality Control Plan (QCP) how they will monitor and respond to service calls.

The Contractor shall use the Government's Computerized Maintenance Management System (CMMS) for service calls. The CMMS is a data base and application software package which automates the recordkeeping requirements. The designated CMMS shall be used for administration control of custodial and related services calls.

The CMMS may also be used as a repository for contract submittals and to track periodic services and different requirements as listed in the cleaning schedule.

The Contractor shall, at their expense, supply all the necessary computer equipment and peripherals necessary to support the CMMS and the Contractor's administrative requirements.

Service calls will be entered by the Government. The Contractor shall be responsible for entering status and completion information for any and all janitorial and related service calls within 24 hours.

At locations where the use of the Government's CMMS system is not a viable option, the Contractor shall include a method of recording customer calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the CO or their designee.

The costs of all service calls shall be reimbursed to the Contractor if the request is outside the building operating hours **AND** outside the Contractor's regular cleaning schedule.

The Contractor shall respond to all service call requests using building specific service call procedures. Examples include: custodial issues, moving and arranging furniture within a conference room, and special event support.

Service calls that the CO or their designee determines to be urgent (spilled water in traffic areas, lack of toilet supplies, etc.) shall be handled immediately.

C.12 PROTECTION AND DAMAGE

The Contractor shall make reasonable efforts to assist the Government to prevent hazardous conditions and property damage. To the extent that relevant conditions or activities are noted but are not associated with the Contractor's scope, the Contractor shall promptly report such conditions or activities to the CO or their designee, or to security personnel.

The Contractor shall protect Government's property, buildings, materials, equipment, supplies, records and data that are within the Contractor's control against unauthorized access, loss or damage.

The Contractor shall establish a system for on-site work force personnel to report potentially hazardous conditions in the building to the CO or their designee or other designated Government representatives, regardless of whether the condition is within the Contractor's responsibility.

The Contractor, Contractor's employees and subcontractors shall comply with the General Services Administration, Rules and Regulations Governing Public Buildings and Grounds that are posted in the building. The Contractors shall promptly report violations by employees, or as otherwise observed to the CO or their designee, or security personnel.

Refer to FAR 52.237-2, *Protection of Government Buildings, Equipment and Vegetation*.

C.13 QUALITY CONTROL PLAN (QCP)



The QCP shall be submitted by the Contractor to the CO within 15 days prior to the start of work. The CO shall submit the QCP to the COR for review and acceptance. The Contractor is not authorized to start work until the QCP is accepted AND the proper security clearances are obtained. Refer to Section H of the solicitation, in regard to proper security clearance requirements.

The Contractor shall establish and implement a complete Quality Control Plan (QCP) to ensure the requirements of the contract are met. The QCP is a written document that specifies a system for determining whether or not cleaning service requirements are being met and identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. The QCP also identifies opportunities where the Contractor can make improvements in how services are provided.

The QCP is a living document and may be subject to change depending on the needs of the contract. When the contract is revised, the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO for acceptance. The Contractor shall submit a QCP to the CO within 15 days prior to the start of work.

The QCP shall include the following, at a minimum:

1. How the Contractor will control quality and quantity of supplies and services.
2. Define the roles and responsibilities of the Contractor's operating personnel.
3. How project management, inspections, plan implementation, process improvement changes, and correction of deficiencies will be accomplished.
4. An inspection plan or checklist tailored to the specific building(s) being cleaned and serviced under this contract. The inspection plan or checklist shall detail how services at the work site shall be inspected to ensure that the outcome of the work meets all the quality standards set forth in the contract and shall include, but is not limited to:
 - a. Date of inspection performed
 - b. Location of inspection
 - c. Description of findings
 - d. Description of action(s) taken (if necessary)
 - e. Signature and date of completion
5. A written training program to ensure that the Contractor's employees are capable of successfully accomplishing all work task(s) under this contract.
6. How Contractor shall monitor deficiencies of work output in relation to the performance standards, methods of informing employees of deficiencies in their area(s) of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur.
7. How Contractor shall measure and document performance against the scope of work.
8. Service calls and how they shall be monitored and responded to in a timely manner
9. A Communication Plan detailing how the Contractor plans on using technology (two-way digital communication) to communicate with GSA to receive and respond to service calls, emergencies, status of projects, etc.
10. Contractor incentives.

11. How the Contractor will utilize the Government's Tenant Satisfaction Survey results to improve the delivery of custodial and related services.

C.14 CLEANING SCHEDULES

The Contractor shall submit their Cleaning Schedule to the CO within 5 days prior to the start of work. The cleaning schedule is considered the Contractor's efficient approach to the work, and shall not limit the Contractor to specific levels of staffing, means or methods. Changes necessary for achieving the contract performance work statement requirements shall be the responsibility of the Contractor. Cleaning schedules and any revisions are to be submitted to the CO.

The Contractor's cleaning schedule shall, at a minimum, include the following frequencies:

1. Daily cleaning
2. Periodic cleaning
3. Weekly cleaning
4. Monthly cleaning
5. Other frequencies

C.15 COMMUNICATION REQUIREMENTS

Tenant Meetings: The Contractor shall attend a minimum of four tenant meetings. The meetings will be on the agenda to communicate program specific information, improvements, or work that will impact the tenants.

Quality Control Meetings: The Contractor shall attend monthly meetings, which will be held between the Contractor and the CO or their designee. The purpose of these meetings will be to discuss the Contractor's performance, areas of deficiencies, areas of satisfaction, and tenant needs or concerns. The frequency of these meetings may be increased or decreased depending upon performance as determined by the CO or their designee.

Partnering Meeting: The Contractor shall attend at least one partnering session with GSA after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either GSA or the Contractor. The concept of "partnering" is working together towards a common interest or goal. Both parties will revisit the idea of having a partnering session on the anniversary date of the contract. Each partnering session will be held at a mutually agreed upon time and location.

Joint Service Inspections: The Contractor shall accommodate all requests by the Government to participate in the Contractor's inspection of work performed by Contractor personnel. Scheduling for these joint inspections shall be coordinated through the CO or their designee. This inspection shall be used with other measures of performance in discussions on Contractor performance during the Quality Control Meetings.

C.16 FEDERAL REQUIREMENTS

The Contractor shall comply with all applicable governance documents, including, but not limited to Federal, State and local laws, regulations, and codes: including any supplements or revisions as specified in the table below. The Contractor is responsible for obtaining access to all referenced documents at their own expense. The Contractor shall obtain all applicable licenses, training, and permits. If a change in law and/or regulation requires the Contractor to implement an action that will result in an increase or decrease in contract price, the Contractor shall implement the required action and within 30 calendar days submit to the CO a price proposal for such change. If the CO determines an equitable adjustment is substantiated, a modification to the contract shall be issued.

<u>PUBLICATION</u>	<u>TITLE</u>	<u>PORTION</u>
EPACT 05	Title I Energy Efficiency Title IX Research and Development http://www1.eere.energy.gov/femp/regulations/epact2005.html	All Applicable Sections of these Titles
EISA 07	Title III Energy Savings Through Improved Standards for Appliances and Lighting. Title IV Energy Saving and Buildings Industry. Title V Energy Savings in Government and Public Institutions. Federal Energy Management Program: Energy Independence & Security Act	All Applicable Sections of these Titles
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management and all implementing guidance documents. http://edocket.access.gpo.gov/2007/pdf/07-374.pdf	ALL
Executive Order 13514	Federal Leadership in Environmental, Energy, and Economic Performance http://edocket.access.gpo.gov/2009/pdf/E9-24518.pdf	ALL
FAR FAR Clause 52.223-2	Federal Acquisition Regulation https://www.acquisition.gov/far/current/html/52_223_226.html	All Applicable Sections and Clauses Clauses 1 and 2
29 CFR §1910	OSHA General Industry Standards (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html),	ALL
40 CFR	Protection of the Environment http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=cb067c6143d1efa48ac4d1222120a7b6&c=ecfr&tpl=/ecfrbrowse/Title40/40tab_02.tpl	All Applicable Sections of Chapter 1
41 CFR § 102-74, Subpart C. - FMR	Facility Management http://www.access.gpo.gov/nara/cfr/waisidx_06/41cfr102-74_06.html	ALL
ANSI-IWCA.I-14.1	http://webstore.ansi.org/FindStandards.aspx?SearchString=ansi&SearchOption=1&PageNum=0&source=google&adgroup=ansi&keyword=ANSI%2F&qclid=CJnM65r-rqQCFUNM5QodRnhXyw	ALL
ANSI/ASEE A-1264.2-2006	www.ANSI.org	ALL

<u>PUBLICATION</u>	<u>TITLE</u>	<u>PORTION</u>
ANSI Z245.1	Mobile Refuse Collection and Compactor Equipment Safety Requirements http://webstore.ansi.org/ansidocstore/product.asp?sku=ANSI+Z245.1-2007	ALL
ASTME 1971-05	http://www.astm.org/Standards/E1971.htm	ALL
GSA Green Purchase Plan	http://insite.gsa.gov/portal/content/520186	ALL
Guiding Principles for Sustainable Existing Buildings	http://www.wbdg.org/references/fhpsb_existing.php	Section 3-5
Bio-based Products Certification and Purchase Clauses	http://www.dm.usda.gov/procurement/programs/bio-based/bio-baseditems.htm	ALL
Comprehensive Procurement Guidelines (CPG)	http://www.epa.gov/cpg/about.htm	ALL
Green Seal Certification	http://www.greenseal.org/	ALL
Design for the Environment labeling	http://www.epa.gov/dfe/	ALL
Green Products Compilation Database	http://sftool.gov/GreenProcurement/	ALL
Property Managers Child Care Desk Guide	http://pbsportal.pbs.gsa.gov:7777/portal/page?_pageid=739,357643&_dad=portal&_schema=PORTAL	ALL
LEED- EB credits	https://www.usgbc.org/ShowFile.aspx?DocumentID=3617	ALL
PBS P 5800.36A	GSA Property Management Business Practice Handbook http://insite.gsa.gov/portal/content/522198	ALL

C.17 CONTRACTOR SUBMITTALS / DELIVERABLES CHART

PRIOR TO THE START OF WORK

ITEM	SUBMIT DATE	CO / CS RECEIVED DATE	COR APPROVED DATE
Section C			
Green Cleaning Plan	5 days		
Green Cleaning Training	5 days after completion (annually)		
Safety Data Sheets (SDS)	5 days		
Quality Control Plan - Communication Plan	15 days		
Cleaning Schedules - Floor Maintenance - Window Cleaning - Blind Dusting - Work Plan	5 days		
Section H			
List of On-Site Supervisors with Phone #'s	5 days		
Strike Contingency Plan	5 days and then Annually		
Security Clearances/Forms	15 days		
Qualifications of Personnel	15 days		

AFTER THE START OF WORK

ITEM	SUBMIT DATE	CO / CS RECEIVED DATE	COR APPROVED DATE
Section C			
Purchase Reports - Bio-based Products - Green Products	Annually by October 31 Annually by October 31		
Recycle Content Certification	15 days after contract completion		
Window Washing Safety Plan	10 days		
Trash/Recycling Survey	60 days and then Annually		
Initial Pest Assessment	15 days		
Integrated Pest Management Plan	15 days after Assessment		
Above Standard Services Price List	30 days		
Section H			
Contractor Pandemic Plan	30 days		
Request for Sensitive Information (SBU)	As required by the CO		

D. PACKAGING AND MARKING

D.1. PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information including forms, report, etc., to the Contracting Officer or the Contracting Officer's Representative shall be paid by the contractor.

D.2. MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number of the contract for which the information is being submitted.

E. INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES - FIXED PRICES FAR 52.246-4 (AUG 1996)

(a) DEFINITIONS - "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during the contract performance and for as long as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of Clause)

E.2. QUALITY ASSURANCE

As part of the Government's quality assurance program, the Government may:

1. Review and, if warranted, reject any reports or other submittals required from the Contractor;
2. Review performance and service records, including but not limited to BAS data, CMMS data, and any computerized or hardcopy records maintained by the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted;
3. Review the adequacy of the Contractor's quality control program and documentation, and the success of this program in correcting deficiencies before the Government must direct correction under its quality assurance program. Improvements may be directed if the program is determined to be insufficient or ineffective.
4. Obtain tenant satisfaction survey information, and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements;

5. Make physical inspection of facility equipment and systems, to include programs and files maintained on computers and Contractor on-site offices and work areas, and require correction of deficiencies noted.

6. Contractor performance will be evaluated on the basis of the performance success or deficiencies (which may involve M&V methods), success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation which is less than satisfactory even if the Contractor takes corrective action. The use or non-use of any Quality Assurance methods (e.g., an M&V program) by the Government will not constitute a waiver of or excuse from contract requirements. The Government may implement or change Quality Assurance measures at any time during the term of the contract.

F. DELIVERIES OR PERFORMANCE

F.1. PLACE OF PERFORMANCE

The services to be provided under this contract shall be accomplished at:

Los Angeles Courthouse (LACH)
350 W. First Street in Los Angeles, CA

F.3. POST AWARD CONFERENCE

The Contracting Officer will notify the Contractor as to the time and place when the Pre-Work/Performance meeting will take place. This meeting will allow the Contracting Officer or his/her designee an opportunity to review the information with the contract manager.

F.4. OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

F.4. OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government shall have the unilateral option of extending the term of this contract for **FOUR** additional periods of **12** months (see clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (MAR 2000)). The same terms and conditions contained in this contract shall apply to the option exercised. Option shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least sixty (60) calendar days prior to the expiration of the contract. The exercise of options is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises the option within the prescribed time frames, the Contractor shall be bound to perform the services for the option period or be subjected to the termination provisions of this contract.

GSAM 552.217-1 Notice Regarding Option(s) (Nov 1992)

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

(End of Provision)

G. CONTRACT ADMINISTRATION DATA

G.1. PAYMENT

Payment will be made on a calendar month basis in arrears upon submission of an invoice. GSA's standard payment is net 30 days. In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month. It is the objective of the Government to obtain complete and satisfactory performance with the terms of the specifications and requirements of this contract.

G.2. PLACEMENT OF ORDERS FOR ABOVE STANDARD SERVICES

When Above Standard Services are required, the COR will place an order. Orders may be placed orally when the amount of the order totals \$2,500 or less or in the event of an emergency. All orders, which exceed \$2,500, must be placed or confirmed by issuance of a GSA Form 300, Order for Supplies or Services. The GSA Form 300 will describe the service to be provided and will establish either a fixed price for the work indicated, or a maximum Contractor compensation. In the event of oral orders of \$2,500 or less the Contractor shall not require any additional documentation and/or Task Order to be submitted by the Government and may be processed using the Certified Invoice Procedure.

G.3. PAYMENT INFORMATION

Information is available at the GSA Finance center web site, www.finance.gsa.gov, to assist with payment inquiries and other payment-related matters.

G.4. SUBMISSION OF INVOICES:

1. STANDARD SERVICES

Invoices for Standard Services shall be submitted on the first of each month to:
GSA Finance Center
GSA Fund 192
Accounts Payable Branch, 7BCP
P.O. Box 17181
Fort Worth, Texas 76102

2. ABOVE STANDARD SERVICES

Each invoice for Above Standard Services shall be submitted to the appointed COR and shall reference the contract number, the delivery order number, the Ordering Official, and information describing the work performed. The COR may require attachment of substantiating documentation.

G.5. SUSPENSION OF WORK

In the event services are not provided or required by the Government because the building(s) is (are) closed due to inclement weather, under construction, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., reductions will be computed as follows:

G.5.1. The reduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by the number of working days per month.

G.5.2. The reduction rate in dollars per day multiplied by the number of days services were not provided or required.

In the event services are provided for portions of days, appropriate adjustments will be made by the contracting officer to assure the contractor is compensated for services provided.

*NOTE: Reductions will not be assessed for those days in which services are not required by the Government because the building(s) is (are) closed due to unanticipated holidays, declared by the President, **PROVIDED**, that payment to employees for such holidays is required in accordance with the wage determination applicable to this contract.*

G.6. COPIES OF THE CONTRACTOR'S PAYROLLS

Upon request in writing by the Contracting Officer, the Contractor shall within five working days, furnish a certified copy of the last payroll prior to date of said request. This payroll shall reflect payments for all contract employees working under this contract during the payroll period. The Contracting Officer may request copies of any or all payrolls during the life of the contract.

H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR RESPONSIBILITIES

H.1.1 Supervisors

A supervisor shall be available at all times when the contract work is in progress to receive notices, reports, or requests from the CO or their designee. The Contractor shall submit to the CO, 5 days prior to the start of work, a list of telephone numbers where an authorized representative may be contacted seven (7) days per week at any hour of the day or night to provide required services.

H.1.2 Communication

The Contractor is responsible for complying with the agreed upon Communication Plan as required in section C "Quality Control Plan". The Contractor shall provide key operational personnel (managers or supervisors) with portable electronic means to communicate with GSA (and PBS National Contact Center) for service calls, emergencies, status updates of projects, etc. It is the Contractor's responsibility to ensure that any communication devices provided work effectively in the building. Electronic receiving and transmitting methods may include the following:

1. A text-messaging device used to send and receive messages. The Contractor is responsible for all costs associated with the electronic messaging device. Some examples are two-way pager (Nextel), cell phone with text messaging, BlackBerry, etc.
2. The use of Fax receiving and sending equipment is acceptable only as secondary communication method for locations that have problems with no or poor quality wireless device signal strength. Delayed receipt due to combined usage of voice and fax on the same line is not acceptable.

H.1.3 Camera/Video Devices

All Contract employees are prohibited, while working in agency space, from using any camera/video device (i.e. camera-cell phones). If there is a requirement for use of such a device in agency space, it shall be requested and coordinated through the Contracting Officer Representative (COR).

H.1.4 Training

The Contractor shall, at their expense, provide employees with training to broaden their technical skills, improve customer service, and to promote personal development. Training provided shall embrace the concepts of providing and maintaining quality cleaning that is safe, healthy, and sustainable. There are several cleaning groups, such as www.issa.com, that offer their members educational materials on these skill sets.

H.1.5 Uniforms

All employees shall wear distinctive, uniform clothing for ready identification. Uniforms shall be neat, clean, in good repair, and have a badge or monogram with the Contractor's name on it.

H.1.6 Exposure Control Program

Personal Protective Equipment (PPE)

The Contractor shall provide all employees with proper PPE when required by Federal, State and local laws and regulations.

Blood Borne Pathogens

The Contractor shall provide appropriate training to their employees and all necessary equipment and services required to perform clean-up of blood borne pathogens and fully comply with the requirements of the Blood Borne Pathogen Standard listed in 29 CFR §1910.1030.

H.1.7 Key Control

The Contractor shall follow the building's key control program. Keys issued to the Contractor, the Contractor's personnel, or subcontractors shall be signed for and not transferred to other personnel unless recorded in the key control log or from subcontractors.

H.1.8 Qualifications of Personnel

Qualifications of Supervisory Employees

Supervisory contract employees shall have a minimum of (3 years) of experience with managing and related services in building(s) of similar size and complexity. The Contractor shall provide employee resumes covering these positions to the CO for approval **15 days prior to the start of work**. If the Contractor hires a new Supervisory employee at any time during the performance of the contract, the Contractor shall submit the employee's resume to the CO for approval **5 days prior to working at the building(s)**. At the discretion of the CO or their designee formal training may be substituted for experience. The on-site supervisor is required to be fully conversant in English.

Termination of Contract for Lack of Qualified Employees

If the Contractor fails to provide employees who meet the suitability determination or any other security qualifications stated herein, or provides employees who are removed from GSA buildings per Section H.8, the CO may terminate the Contract for default.

Qualifications of Contractor Personnel

The Contractor shall provide appropriate training to their employees. The personnel employed by the Contractor shall be capable employees, who are trained and qualified in one or more related type service requirements.

The building(s) shall be fully staffed, beginning the first day of work under the contract, unless authorized by the CO or their designee. The Contractor's employees shall be familiar with the operation of the building(s) fire alarm system. In the event of a fire, the Contractor shall leave the building and not enter until authorized by Fire officials. The Contractor's staff shall also be familiar with the building's Occupancy Emergency Plan, which includes the shelter in place program. Further information on the program shall be provided by the CO or their designee.

H.1.9 Miscellaneous Requirements

The Custodial Contractor shall:

1. Ensure that the Contractor's employees use lights and faucets only in those areas where and when the work is actually being performed. Once leaving, all lights and water faucets in the work area shall be turned off.
2. Ensure that workers do not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.
3. Ensure that the Contractor's employees participate in building fire and civil defense drills.
4. Ensure that conditions such as fires, hazardous conditions, and items in need of repair (i.e. inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc.), are reported to the CO or their designee.
5. Ensure if applicable, rooms are locked after cleaning and that keys are returned to the designated office.
6. Ensure that lost and found articles by the Contractor's employees are turned in to the CO or their designee.
7. Ensure that the Contractor employees notify the security officer on duty when unauthorized or suspicious person(s) are seen on premises.
8. Ensure that the Contractor's employees notify CO or their designee of any observed hazardous material, or Universal Waste materials in the trash or recycling receptacles.
9. Ensure that the Contractor's employees adhere to GSA's 'No Smoking Policy'

H.2 STRIKE CONTINGENCY PLAN (SCP)

The Contractor shall prepare a Strike Contingency Plan to be used in the event of a strike by his/her employees. The Strike Contingency Plan (SCP) shall be submitted to the CO within 5 days prior to the contracts start date and updated annually. At a minimum, the SCP shall include the following information:

- Support Personnel: The SCP shall describe in detail how the Contractor shall staff the building to provide the services defined in this specification in the event of strikes by his employees. The Contractor shall keep HSPD-12 requirements and time frames in mind when preparing this plan.
- Training and Certifications: The SCP shall describe in detail how the Contractor shall provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including the sub-contractor's employees) shall meet the experience and certification requirements defined in this contract.

H.3 OCCUPANT EMERGENCY PLAN (OEP)

The Government's Occupant Emergency Plan (OEP) is used by the CO or their designee during building emergencies. Designated Contractor personnel, including the on-site supervisor(s), shall be thoroughly familiar with the Government's OEP. All of the Contractor's employees shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The Contractor shall participate in fire and other emergency drills. The Contractor shall be required to perform the services required by the contract and as identified by the CO or their designee to the extent allowed during all emergency situations including but not limited to: fires, accidents and rescue operations; the Contractor's personnel strikes; other service contractors on strike; civil disturbances; natural and man-made disasters, and utility service outages.

H.4 CONTRACTOR PANDEMIC PLAN

The Contractor shall submit a Pandemic Plan to the CO within 30 days after the start of the contract. The Government as required by the 'National Strategy for Pandemic Influenza Preparedness' has prepared a plan that safeguards its employees and provides for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines the steps that they must take to prevent and reduce the spread and mitigate the potential effects of an influenza pandemic. Given the unpredictable length and severity of a pandemic, the Contractor's plan shall link their planned actions to the periods and phases established the World Health Organization for a pandemic cycle. For information on the phases of a pandemic cycle see:

<http://www.who.int/csr/resources/publications/influenza/whocdscsredc991.pdf>.

Additional information on Pandemic Planning can be found here:

<http://www.ed.gov/admins/lead/safety/emergencyplan/pandemic/planning-guide/basic.pdf>

H.5 CONSERVATION

Conservation is a planned and organized approach designed to conserve non-renewable sources. The Contractor shall ensure that work under this contract is performed in a manner that conserves energy, water, and other Government resources. The Contractor shall take the necessary steps through training, communication, and implementing appropriate procedures in their use of natural resource consuming equipment and processes. This will preserve resources and support GSA's sustainability goals.

The Contractor shall ensure that their employees support the Government's efforts to comply with Section 102 of the Energy Policy Act of 2005 (EPAct), the Energy Independence and Security Act of 2007, Executive Order (EO) 13154, and EO 13423 which requires the Government to reduce Agency energy use.

The Contractor shall employ practices that reduce dependency on non-renewable sources of energy. The Contractor's personnel shall turn off lights in unoccupied areas where possible, once the area is cleaned. The Contractor shall close window blinds when practical, especially in the summer time, over long weekends, and during extended closures of the building.

The Contractor shall use their equipment in an efficient manner by turning it off during times it is not in use. When replacing existing equipment, the Contractor shall strive to acquire replacement equipment in the top 25% of efficiency as per the Energy Star guidelines. The Contractor shall never turn off or unplug Government equipment in the space they are cleaning without prior written approval by the CO or their designee.

The Contractor shall employ products, equipment and practices that eliminate wasteful use of water.

H.6 ASBESTOS AWARENESS TRAINING

The Contractor shall ensure that all employees, including replacement workers, receive asbestos training and refresher training appropriate to their level of activity and OSHA class of work, in accordance with 40 CFR § 763 http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr763_06.html and 29 CFR §1910. The Contractor shall follow all instructions for each asbestos class job as outlined in 29 CFR §1910. The training shall be provided by the Contractor for their employees, at no additional expense to the Government, within sixty (60) calendar days of the employees commencement of employment on this contract. The Contractor shall submit written certification to the CO within 5 days of the completion of the training.

H.7 PROVIDED BY THE GOVERNMENT

The Government shall provide:

1. Electrical power at existing outlets for the Contractor to operate equipment which is necessary in the conduct of its work.
2. Hot and cold water as necessary limited to the normal supply provided in the building. No special heating or cooling of the water shall be provided.
3. Space in the building including locker rooms, if available. Any existing equipment in space authorized for use by the custodial Contractor such as lockers, tables, benches, chairs, etc. that was placed within the building by the Government may be used by the Contractor during the term of the contract, provided authorization is received from the CO or their designee. This space and equipment shall be kept neat and clean, and returned to the Government in reasonably the same condition at the time of entering into the contract once the contract expires.
4. Space in the building for the storage of supplies and equipment inventories that are used in the performance of work under this contract. The Contractor shall maintain this space in a clean neat and orderly condition. Under no circumstances shall the Contractor store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. The Government is **not responsible** in any way for damage or loss to the Contractor's stored supplies, materials, replacement parts or equipment.
5. Custodial closets, where available, at various points throughout the building, for storing equipment, including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and organized by the Contractor. Sinks and buckets shall be kept clean and free of standing water and hoses shall not be left connected to faucets when not in use.

6. Space in the building, when available, furniture and furnishings for a supervisor's office to be for official business only in the performance of this contract. If the Government supplies telephones, they shall only be used for communication related to the contract. The Contractor or the Contractor's employees shall not use Government property in any manner for any personal advantage, business gain, or other personal endeavor.
7. Heating and air conditioning of the space to be cleaned will be provided only during normal building operating hours.
8. Trash compactor and cardboard baler will be provided for use by the Contractor in support of the established Government trash/recycling contracts.

H.7.1 Use of Government Information Technology

Contractor personnel requiring access to GSA's Network shall comply with all Federal Information Technology (IT) regulations regarding Trusted Internet Connection (TIC) in conjunction with PBS and GSA Chief Information Officer (CIO) IT policies, i.e., all PBS IT systems needing network connectivity must reside on the GSA network.

Contractors that require Network Connection for PBS IT systems shall use only Government-furnished network equipment and computer hardware.

- Network equipment includes all equipment that has IP routing and switching functionality.
- Computer hardware includes, but is not limited to servers, PCs, laptops and their peripherals (monitors, mice and keyboards).
- Proprietary system hardware/software can be vendor provided, but is subject to network and system testing, review and approval for connection to GSA's network and acceptance of the PBS CIO.

If the Contractor requires access to GSA's Network they shall submit their request in writing to the CO or their designee for approval. Approved requests shall be forwarded to the PBS CIO for approval. The PBS CIO shall provide the Contractor with at least one desktop and/or one laptop to access the newly integrated Building Automation Systems (to the GSA network) sites for the purposes of giving the Contractor access to the building monitoring and control systems. Please note, the availability of computer hardware is dependent on budgeted funds dedicated for this purpose, which may or may not be renewed on an annual basis. Refreshes required for existing GSA workstation shall be coordinated through regional local Office of the Chief Information Officer (OCIO's) office. No hardware (workstations, servers, switches) shall be provided unless an approved network diagram is submitted.

Contractor's that require access to building monitoring and control systems (BMC) shall refer to the [Technology Policy for PBS-Owned Buildings Monitoring and Control Systems](#) and [Building Technologies Technical Reference Guide](#) for guidance related to the technical integration of BMC to the GSA network and within its GSA's information technology (IT) environment.

If a Contractor comes into contact with information or data where there is not a 'need to know' or they do not have authorization to have, they shall turn in the information and/or data immediately to the CO or their designee.

H.8 SECURITY REQUIREMENTS (NON-CLASSIFIED CONTRACT)

H.8.1 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

H.8.2 GSAR 552.237-70 Qualifications Of Offerors (MAY 1989)

- (a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.
- (b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.
- (c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

H.8.3 GSAR 552.237-71 Qualifications Of Employees (MAY 1989)

- (a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.
- (b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.
- (c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien. Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

H.8.4 Suitability Determinations

- (a) All contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required to undergo a suitability determination before a facility identification card is issued. Prior to the time that an identification card is issued, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.
- (b) Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the contract.
- (c) Contract employees working less than 6 months (Temporary Employees) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.
- (d) Temporary Employees who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.
- (e) The Government, at its sole discretion, may grant temporary suitability determinations to Regular or Temporary Employees. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow.
- (f) The Contracting Officer or their designated representative shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such forms to be returned to the Government for processing not later than 14 days following being provided by the Government.
- (g) The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the contract.

H.8.5 Compliance with Security Requirements

- (a) The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.
- (b) When a controlled personnel identification access system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency.

H.9 IDENTIFICATION CREDENTIAL

Upon receipt of favorable suitability determination as indicated herein, each employee of the Contractor shall be issued an identification credential. At all times while working on the contract, contract employees including the sub-contractor employees, shall have in their possession the specific Government identification credential issued to them by the Government. The identification credential shall be displayed and be visible at all times while on Government property. The CO or their designee, Government law enforcement, or security personnel shall periodically verify that passes of Contractor employees match their personnel identification. The Contractor's employees shall comply with security verification procedures at all times.

The Contractor shall see that every contract employee has a Government-issued identification credential before the employee enters on duty. As required by the Government, the Contractor shall make their employees available for photo identification badges, on a schedule to be worked out with the Contracting Officer or their designee. The Government will make the identification credentials badges after a favorable security determination has been received for the Contractor's employees. All credential identification shall have an expiration date and all Contractor employees shall sign their badges at the time of photographs are taken.

The Contractor shall be responsible for ensuring that all identification credentials are returned to the Contracting Officer or their designee as their employees leave the contract (e.g., contract is completed, employees leave employment of the company, employees are dismissed or terminated). The Contractor shall notify the Contracting Officer or their designee when employee badges are lost.

The Contractor shall be responsible for paying the Government for replacement credentials at the current cost per badge.

H.10 ESCORT REQUIREMENTS

It may be necessary to escort temporary contract employees that do not have favorable preliminary or final suitability determinations that must work in Federally-controlled space. In those cases, all un-cleared contract employees shall be escorted in non-public spaces by a Government employee or another responsible cleared contract employee that is approved by the Contracting Officer or their designee. Other Government agencies may have specific agency security requirements for their own spaces that may only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees that provide escorts for un-cleared contract employees must always be in close proximity and eyesight of the un-cleared contract employee. The contract escort must watch un-cleared employees and remain with un-cleared contract employees for the entire time they are in the building and/or Federally-controlled spaces. An un-cleared employee cannot be left alone or out of eyesight at any time when they are in non-public space. A cleared and approved escort may not bring several un-cleared contract employees, into Federally-controlled space that is not within close proximity or eyesight at all times. A cleared and approved escort may not have multiple un-cleared employees in non-public space on different parts of one floor or on different floors at the same time. Any security violation of escort requirements by a cleared and approved contract employee will result in immediate removal from the contract of all contract employees involved, i.e., escorts and un-

cleared escorted contract employees. Also, in accordance with security requirements, violations of escort requirements by contract employees may be grounds for termination of the contract.

H.11 STANDARD OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action(s) with respect to their employees as necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks; open desk drawers or cabinets; or use GSA or tenant agency supplies, equipment or telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on their employer, and the Federal Government. No smoking is allowed in the building.

H.12 REMOVAL FROM CONTRACT WORK

Under the following conditions, the Contracting Officer or their designee may request the Contractor to immediately remove any employee(s) from the work site. When the Government determines an employee to be: incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or the Government deems an employee's continued employment is contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population.

The Contracting Officer or their designee may also request the Contractor to immediately remove any employee(s) from the work site(s) when it is determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties during their tour(s) of duty.

The Contractor employees who are removed from contract work shall be required to leave the work site immediately.

The Contractor must comply with any removal request. For clarification, a determination to remove an employee will be made for, **but is not limited to**, incidents involving the most immediately identifiable types of misconduct or delinquency, as set forth below:

- Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant agency.
- Violation of Federal, State, or local law.
- Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR §101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
- Neglect of duty, including sleeping while on duty, unreasonable delays, failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance, or cooperate in upholding the integrity of the security program at the work site.
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, uses of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government.
- Theft, vandalism, immoral conduct, or any other criminal action.
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects while in or on Federally-controlled property.
- Improper use of Government identification. Unauthorized use of communication equipment on Government property.
- Violation of security procedures or regulations.

- Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present firearms or other dangerous weapons in Federal facilities and Court facilities.

The Contracting Officer or their designee shall make all determinations regarding the removal of any employee(s) from work site(s), except under certain conditions. When a Contracting Officer or their designee is not available (either during the day or after hours), in situations where a delay would not be in the best interest of the Government, or the employee is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population, the Contracting Officer or their designee has the authority to immediately remove the contract employee from the work site.

Law enforcement officers of the DHS/ICE/Federal Protective Service will have the authority to immediately remove any contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government, security, or the employee is identified as a potential threat to the health, safety, security, general well-being or operational mission of the facility and its population. The Contracting Officer or their designee shall be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The Contracting Officer or their designee shall make all official notifications to the Contractor. In the event of a dispute, the Contracting Officer or their designee shall make a final determination. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing.

The Contractor is responsible for providing replacement employees in cases where contract employees are removed from working at the work site or on the contract.

H.13 SENSITIVE BUT UNCLASSIFIED BUILDING INFORMATION (SBU)

GSA Contractors that do not have HSPD-12 compliant clearances cannot obtain Sensitive But Unclassified (SBU) information (Privacy Act data, building information, and financial information) through GSA's IT systems.

Contractors and prospective bidders with a need to know, that do not have HSPD-12 clearances and access rights to GSA IT systems, can be provided with SBU building information, drawings, etc., in accordance with GSA Order 3490.1A (Document Security for SBU information, which) provides for the dissemination of paper and electronic SBU building information for all Federally-controlled spaces (owned, leased, and delegated). For more information on SBU visit the following website <http://insite.pbs.gsa.gov/SBU>

SBU information includes but is not limited to:

- Paper and/or electronic documentation of the physical facility information.
- Building designs (such as floor plans).
- Construction and renovation/alteration plans and specifications.
- Equipment plans and locations.
- Building operating plans.
- Information used for building service contracts and/or contract guard services.

For all GSA-controlled facilities, any other information considered a security risk, shall be considered covered under this category. All SBU building information, either in electronic or paper formats, shall have specific imprinting on each page to designate it is Government property and indicate the prohibition of copying, dissemination, and distribution.

Contractors authorized to receive SBU information shall provide the following identification:

1. A copy of a valid business license.
2. Verification of a valid DUNS Number.
3. A valid IRS Tax ID Number.

4. A valid picture state driver's license.

Contractors shall be responsible for safeguarding SBU information. At the completion of work, secondary and other disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.

Authorized contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using permanent erase utility or similar software.

All authorized contract users of SBU building information shall notify the GSA Disseminator (Contracting Officer Representative) in writing that they have properly disposed of the SBU building information/documents.

The GSA Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) pursuant to the GSA system of keeping long-term records and plans. All Document Security Notices and Records of Disposals shall be kept with the permanent files.

H.14 RECORDING PRESENCE

Each contract employee and subcontractor must sign-in when reporting for duty and sign out when leaving at the end of the workday. GSA Form 139 (Record of Time of Arrival and Departure from Building, which are only designated for use by the Contractor's personnel), shall be used for this purpose.

H.15 GOVERNMENT FORMS

The various Government forms mentioned in this solicitation such as personal history forms, sign out forms, inspection forms, etc., may be obtained from the CO or their designee.

H.16 OTHER CONTRACTORS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with the other Contractors or Government employees. The Contractor shall carefully schedule their own work, in conjunction with the additional work, which may be directed by the CO or their designee. In addition, the Contractor shall not commit to or permit any act, which will interfere with the performance or work by another Contractor, or by Government employees.

H.17 ORDINANCES, TAXES, PERMITS, AND LICENSES

Without additional expense to the Government, the Contractor shall fully comply with: (a) all Federal, State local, and city laws, and regulations and ordinances, (b) be liable for all applicable Federal, state and local taxes and (c) obtain and pay for all permits and licenses governing performance under the contract.

H.18 DISCREPANCY IN THE SPECIFICATIONS

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final, in accordance with the Disputes Clause of this contract.

I. CONTRACT CLAUSES

I.1 CONTRACT TERMS AND CONDITIONS

Schedule Contractors contract clauses will be included in any resultant award.

For RFQ purposes, FAR 52.212-11 and 12 are amended to read as follows:

Addenda to FAR 52.212.1 Instructions to Offerors – Commercial Items (October 2015)

(a) The following is inserted as a new paragraph (m) of the provision

The following clauses are included:

FAR 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set Aside (NOV 2011)
FAR 52.237-1 SITE VISIT (APR 1984)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 Months.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>

(End of clause)

I.2 VACANT SPACE

Space Reductions: A monetary reduction in payment shall apply for interior space and/or exterior space that is temporarily not being serviced under the contract when 3,000 square feet or more of space is expected to remain in this status for 30 calendar days or longer. The monetary amount will be reduced from the monthly payments due to the contractor. The contracting officer's representative will notify the contractor, or his representative, in writing, of the effective date the areas are to be reduced and/or returned to the normal servicing schedules at least three (3) full working days in advance of these dates.

The period for reducing payment for interior space and/or exterior space will begin on the effective date as stipulated in writing by the COR, and will continue until the effective date on which the services are resumed.

Formula: The monthly amount deducted from the contract shall be calculated using the following formula located on the "I" drive: <I:\FMSP Custodial Docs\Vacant Space Reduction Template - 6.23.14.xlsx>

An EXAMPLE of the formula is shown on the following page.

Vacant Space Reduction

****EXAMPLE ONLY****

General Information

Today's Date:	6/23/2014
Submitted By:	John Smith
Building Location:	51 United Nations Plaza, San Francisco, CA 91234
Contractor:	AAA Janitorial Services
Contract Number:	GS-09P-09-KS-D-1234
Date of Vacancy:	6/31/2014
Location of Space Vacated:	Entire 6th Floor

Space Reduction Formula

*Input data into highlighted cells only

Working Days	Monthly Work Days	Annual Work Days
Working Days per Contract	21	252
Contract Costs	Annual	Daily
Annual Total Contract Cost	\$540,000	\$2,142.86
Annual Grounds Maintenance Cost	\$10,000	\$39.68
Annual Trash Cost	\$20,000	\$79.37
Adjusted Contract Cost (Contract Cost - Grounds & Trash)	\$510,000	\$2,023.81
Vacant Space	RSF	
Total Contract Rentable SF	350,000	
Vacant Rentable SF	7,000	
Percentage of RSF Space Vacant	2.00%	
Vacant Space Costs	Daily	
Daily Contract Cost for Vacant Space (% of Space Vacant X Daily Adjusted Contract Cost)	\$40.48	
Number of Work Days in Month Space is Vacant	21	
Total Monthly Space Reduction Amount	\$850.00	

EXHIBIT 1 || BUILDING INFORMATION SHEET

The figures below are estimates only. It is the Contractor's responsibility to notify the CO or their designee if it is believed that the information provided is incorrect. The information in no way modifies the Provision of FAR 52.237-1, Site Visit. When necessary, the CO or their designee will provide access to assignment drawings and blueprints.

The Rentable Square Footage listed on the Building Information Data Sheet is for a fully occupied building. The Contractor's bid shall reflect pricing for a fully occupied building. The Contractor shall refer to Section B for more information on how vacant space in the building(s) will be handled.

1. BUILDING DATA:

Name and Building Number:	Los Angeles Courthouse
Location:	350 W. First Street, Los Angeles, CA
Number of Stories:	14
*Normal Building Operating Hours:	7:00 a.m. – 5:00 p.m.

*Telework and Mobile Work: In some GSA Federal buildings the building occupants participate in recurring working arrangements where, during the week, and especially on Fridays and Mondays, the space may be vacant. In these areas it is possible that the space does not require routine cleaning and trash removal. In such instances, where possible, adjustments should be made to the contracts to reflect these arrangements.

2. BUILDING STATISTICS:

INTERIOR

Gross Area.....	631,957	SF
Rentable Area.....	531,000	SF
Cleanable Area (see following page for breakdown).....	430,853	SF

EXTERIOR

Outside Area to be Policed.....	43,795	SF
Paved and Parking Lot Area	44,064	SF

3. BUILDINGS CLEANABLE SQ.FT. BREAKDOWN

CORRIDORS	107,883.89	
LOBBIES AND ENTRANCES <i>(Including Atriums and Vestibules)</i>	67,639.59	
HEALTH UNIT	385.77	
GARAGE AND RAMPS <i>(Including Parking & Sally Ports)</i>	52,906.86	*
LOADING DOCK	14,173.45	
GEN OFC, OPEN OFFICE, LIBRARY, ETC. <i>(Including Auditoriums, Classrooms, Control Booths, Credit Union, Kitchens, Labs, Locker Rooms, Monitor Rooms, Print Rooms, Weight Rooms)</i>	88,462.42	
STORAGE	29,753.88	*
COMPUTER	0.00	
RESTROOMS	17,872.59	
FILES	9,312.65	*
JUDGES CHAMBERS <i>(Including Robing Rooms)</i>	1,123.82	
COURT AND JURY ROOMS	83,077.02	
POSTAL	1,699.17	
CHILD CARE	0.00	
EXERCISE	1,575.23	
VENDING	75.22	
HOLDING CELL	10,056.86	
CAFETERIA	4,242.45	
CONFERENCE CENTERS	32,585.17	
NET CLEANING AREA	430,852.65	
GROSS SQUARE FOOTAGE	683,147.11	
*Items with an asterisk are not reflected in the Net Cleaning Area.		
OTHER AREAS NOT REFLECTED IN THE NET CLEANING AREA: <i>Balcony, Copy, Custodial, Dumbwaiter, Electrical, Elevators, Escalators, Evidence, Firing Range, Hearing, Mechanical, Stairs, Telephone, Teller</i>		

EXHIBIT 2 || QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

CONTRACT No. G S - 0 9 P - 1 6 - K S - A - 7 0 1 2

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is designed to provide the General Services Administration (GSA) with an effective surveillance method for monitoring and evaluating the Contractor's performance under a Performance-Based Statement of Work (PBSOW) for custodial and related services.

In accordance to Federal Acquisition Regulation (FAR) Part 37.601, performance-based contracting methods are intended to ensure that the required performance quality levels are achieved and that the total payment is related to the degree that services performed or outcomes achieved meet contract standards. The role of the GSA is quality assurance by ensuring that the Contractors are achieving the performance quality levels required under the custodial and related services contracts and focusing on the Contractors' quality control programs. The GSA periodically validates the execution of the Contractors' quality control programs by reviewing such areas as the Contractors' inspection forms, service call logs, tenant reports, tenant satisfaction surveys, and the timeliness of corrective actions.

Inspections conducted through the QASP and histories of Contractor performance in the Contractor "Performance Assessment Reporting System (CPARS)" or successor system assist GSA in obtaining those services that are contracted and delivered as agreed upon. The systems also help ensure that contract awards and deductions are executed in accordance with the contract requirements. The regional Property Management operations office is responsible for capturing the appropriate Contractor performance information that will be entered into CPARS by the CO or their designee.

PURPOSE OF THE QASP

The QASP is intended to accomplish the following:

1. Defines the roles and responsibilities of participating government officials.
2. Identifies the performance objectives based upon the PBSOW and in accordance with FAR Part 46.401(a) (1).
3. Identifies the performance quality level standards in accordance with FAR Part 37.601(a) (2).
4. Describes the methods of surveillance for the GSA to identifying quality levels in accordance with FAR Part 46.401(a) (2).
5. Establishes a method to provide feedback to the Contractor regarding quality and timeliness of the service performance, i.e., copies of inspection forms, copies of tenant reports, data on tenant satisfaction scores; and any other drivers or measures of performance that are required by the CO or their designee.
6. Establishes timeframes for communication and performance improvement if needed.
7. Establishes specified procedures for changes to the contract price when services are not performed or do not meet contract requirements in accordance to FAR Part 37.601(a) (3).

The Contractor has developed a Quality Control Plan (QCP) that establishes procedures and responsibilities for controlling the quality of work to be performed. The Contractor is responsible for the implementation of the QCP.

ROLES AND RESPONSIBILITIES OF GOVERNMENT OFFICIALS

The following Government officials shall participate in assessing the quality of the Contractor's performance. Their roles and responsibilities are described as follows:

Contracting Officer (CO). The CO or person(s) designated by the CO shall serve as the Contracting Officer's Representative(s) (COR). The COR is responsible for monitoring, assessing, recording, and reporting on the

performance of the Contractor. The COR shall have the primary responsibility for completing the forms that will be used to evaluate the Contractor's performance.

Contracting Officer's Representative (COR). The COR or person designated as the CO shall have overall responsibility for overseeing the Contractor's performance. The CO shall be responsible for the monitoring of the Contractor's performance in the areas of contract compliance and contract administration, reviewing of COR's assessments of Contractor performance, and resolving any discrepancies that may arise between the parties involved.

TYPES OF WORK TO BE PERFORMED

The Contractor performance in providing the following custodial and related services shall be evaluated by the Government.

- Interior Standard Services
- Exterior Standard Services
- Recycling
- Integrated Pest Management
- Above Standard Services

METHODS OF SURVEILLANCE

The method of surveillance is based on the performance criteria of the contract terms and specifications. Each requirement describes the tasks to be performed and the standard for successful performance. The GSA intends to monitor and evaluate the Contractor's performance based on any or all of the following (3) surveillance methods:

1. Periodic Surveillance Inspections: This method consists of selected surveillance tasks by the Government that do not require 100% inspection or are performed on a random basis. The CO or their designee shall evaluate the Contractor's reports, surveys, etc., on a weekly, biweekly, monthly or quarterly basis.
2. Tenant Interviews: All tenant concerns received through the CO or their designee shall be documented and evaluated on a planned schedule developed by the CO or their designee. This method will help the CO or their designee focus on areas that require further action from the CO.
3. Service Call Documentation: This method of surveillance shall provide information to the CO or their designee such as identification of the types of service calls received, the frequencies, the corrective action(s) taken, timeliness of completion, and any other pertinent data. At a minimum, this method shall be performed on a monthly basis.

QUALITY ASSURANCE FORMS AND REPORTS

Inspection Form: The GSA 1181-A or equivalent forms shall be used to document and evaluate the Contractor's performance. The CO or their designee shall evaluate each event in accordance with the performance standards and performance requirements stated in the PBSOW. All tasks that are considered to have an unacceptable performance shall be substantiated and documented on the GSA 1181-A form or its equivalent. The form shall be completed and submitted to the Contractor within 24 hours. The Contractor shall return the GSA 1181-A form or equivalent form identifying the corrective action taken, within time allotted by the CO or their designee.

Inspection of Services Clause: The CO shall fill in applicable commercial or non-commercial clause as appropriate, such as FAR Part 52.246.4 paragraphs (e) and (f).

ANALYSIS OF SURVEILLANCE RESULTS

Monthly CO Report: At the end of each month the CO or their designee shall summarize the overall results of the Contractor's performance for the previous month. If appropriate, the CO may investigate the event(s) further to determine if all the facts and circumstances surrounding the event(s) are accurate. The CO shall also discuss with the Contractor an event or trend that indicates unacceptable performance.

GSA Form 1181A – Contract Cleaning Inspection Report

CONTRACT INSPECTION REPORT

GSA FORM 1181A

Quality Deficiency Notice

This form shall be filled out and submitted to the contractor when deficiencies are found during the COR's inspections.

QUALITY DEFICIENCY NOTICE

NAME OF CONTRACTOR

XXX Cleaning Services

333 Smith St. Ste. 201

San Francisco, CA 94102

CONTRACTOR ADDRESS

CONTRACT NO.

GS-09P-06-KSD-0000

A deficiency exists in your quality control system. The nature of the deficiency is

Continuous findings on 3rd floor men's restroom (M) 3-5171-Rust on toilet base under bolt of toilet. Rust needs to be removed and base needs to be cleaned.

Immediate action is required to correct the deficiency and the condition that caused it. Failure to take acceptable corrective action on time may result in termination of your right to proceed with this contract.

Please provide a written response of corrective action taken to the COR within _____ workdays after receiving this notice.

OAS NAME AND SIGNATURE
ADDRESS

COR

**450 Golden Gate Ave., Ste #7
San Francisco, CA 94102**

DATE

11/5/06

RECEIPT ACKNOWLEDGED

CERTIFIED RECEIPT NO.

EVALUATION OF CORRECTION ACTION

☐ Corrective action verified and found acceptable

☐ Corrective action not acceptable and /or not implemented (Explain below)

This matter is being referred to the Contracting Officer for action. Direct further correspondence on this matter to the CO.

QAS SIGNATURE

DATE

RECEIPT ACKNOWLEDGED

DATE

QASP Monthly Inspection Report

BUILDING NAME & LOCATION: Phillip Burton Federal Building & US Courthouse
CONTRACT NO.: GS-09P-06-KSD-0000
CONTRACTOR NAME: XXX Cleaning Service

Please report all deficiencies found during the previous month inspection(s). Attach copies of all **GSA 3539 Forms** submitted to the contractor with this form. If there were no deficiencies, please submit this form indicating there were no deficiencies reported for the month. This form will become a part of the official QA documentation.

DEFICIENCIES & CORRECTIVE ACTIONS	COMMENTS
Documented on the Contract Cleaning Inspection Reports	All deficiencies minor, corrected by the Contractor

COR

Signature: _____ **Date:** _____

COR's Checklist for Inspections

	CUSTODIAL AND RELATED SERVICES	COMMENTS
	Submittals: <ul style="list-style-type: none"> • a list of names and telephone numbers of on-site supervisors • security clearance documentation (current & new employees) • work schedules • floor maintenance schedules • MSDS documentation • initial IPM inspection report 	
	Quality Control Plan (QCP) <ul style="list-style-type: none"> • description of training programs • description of disciplinary procedures • description of contingency plan for separation of employees 	
	Inspection Reports	
	Service Call Logs	
	Tenant Reports	
	Integrated Pest Management (IPM) Quarterly Reports	
	Recycling and Solid Waste/Trash Hauling Reports	

NOTE: This checklist does NOT represent an all-inclusive list of items that may be reviewed during an inspection. It is provide ONLY as guidance for the CO or their designee. For a complete list of the required submittals, refer to the *Contractor Submittals / Deliverable Chart* at the end of section C.

EXHIBIT 4 || RESERVED

EXHIBIT 5 || RESERVED

EXHIBIT 6 || BIO-BASED PURCHASE REPORTS

Annual Contractor Reporting of Designated Bio-Based Purchases

Section 9002 of the 'Farm Security and Rural Investment Act of 2002,' as amended by the 'Food, Conservation, and Energy Act of 2008, Pub. L. 110-246 (the Farm Bill)' requires Federal agencies to give a procurement preference to USDA-designated bio-based products and requires agency Contractors to report such purchases under service and construction contracts. The Federal Acquisition Regulation (FAR) Council subsequently published a bio-based final rule at 77 FR 23365, implementing the reporting requirement in the FAR at FAR 52.223-2, 'Affirmative Procurement of Bio-based Products Under Service and Construction Contracts' with an effective date of May 18, 2012. To facilitate collection of report data, the USDA, in consultation with the Chief Acquisition Officers Council, was tasked to develop a reporting template.

To comply with the reporting provisions of the Act, the Contractor shall file an annual report on purchases of designated bio-based products used under the performance of this contract.

Where to Submit:

No later than October 31st in accordance with final rule 78 FR 46794 'Update to Bio-based Reporting Requirement' the Contractor is responsible for submitting their annual bio-based report using the following web site:

<https://www.sam.gov/>.

Note: The US Department of Agriculture (USDA) bio-based products web site

<http://www.biopreferred.gov/ProductCategories.aspx>.

EXHIBIT 7 || GREEN PURCHASE REPORTS

Green Purchase Reporting					
Date of Report:					
Report Period:					
Building Name & Address:					
Contract Number:					
Contractor Name:					
Products	Attributes and Cost				
	CPG (recycled content)	DfE (Design for Environment)	Green Seal	Env. Choice	Other Green
Cleaners (Bathroom and spa cleaners Glass cleaners, etc.)					
Floor Cleaner					
Floor Finish			\$8,000 (Sample Entry)		
Floor Stripper					\$700 Low VOC (Sample Entry)
Hand cleaners and sanitizers					
Mulch and Compost	\$7,500 (Sample Entry)				
Odor Control/Neutralizer					
Mobile equipment hydraulic oil					
Stationary equipment hydraulic oil					
Diesel fuel additives					
2-cycle engine oil					
Penetrating lubricants					
Greases					
Sorbents					
Adhesives and mastics					
Grease and graffiti removers					
Carpet and upholstery cleaners					
Laundry products					
Towels					
General purpose de-icer					
Wood and concrete sealers					

Resource Guide:

Green Seal - <http://www.greenseal.org/FindGreenSealProductsAndServices.aspx>

Design for the Environment (DfE) - <http://www.epa.gov/dfe/>

EPA-CPG - <http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm>

SFTOOL Green Procurement Cleaning Products - [GSA Sustainable Facilities Tool](#)

EXHIBIT 8 || EXAMPLES OF ENVIRONMENTALLY SUSTAINABLE PRODUCT ATTRIBUTES

CUSTODIAL PRODUCTS					
Product	Contents to Avoid	Product Availability			
		CPG	Bio-based	Design for the Environment	Green Seal
Cleaner	EDTA, NTA, chlorine, hypochlorite, and phosphates; petroleum-based solvents (glycol ethers, phenolic compounds); ammonia, butyl cellosolve, d-limonene	✗	✓	✓	✓
Floor Cleaner	Ammonium hydroxide and other caustic components; butyl; petroleum-based solvents (glycol ethers, phenolic compounds, mineral spirits, stoddard solvent)	✗	✓	✓	✓
Floor Finish	Zinc, metal-crosslinked polymers, butyl ether, formaldehyde, nitrobenzene, phenol, petroleum-based solvents (glycol ethers, stoddard solvent)	✗	✓*	✓	✓
Floor Stripper	Butyl cellosolve, monoethanolamine, sodium hydroxide	✗	✓	✓	✓
Hand Soap	Anti-microbial agents (triclosan, alcohol)	✗	✓	✓	✓
Mulch and Compost	*Virgin materials	✓	✓	✗	☐
Odor Control / Neutralizer	Formaldehyde, naphthalene, isopropyl alcohol, paradichlorobenzene, xylene, butane, ethanol, phenol	✗	✓	✓	✓
Paper Towel	*Virgin materials	✓	✗	✗	✓
Plastic Trash Can Liner	*Virgin materials	✓	✗	✗	✓
Snow and ice removal products	Toxic, propylene glycol methyl ether, ethanol, ammonia	✗	✗	✓	✗
Toilet Paper	*Virgin materials	✓	✗	✗	✓
Upholstery and Rug Cleaner	Perchloroethylene, naphthalene, butyl cellosolve, propylene glycol methyl ether, ethanol, ammonia	✗	✓	✓	✓
Vacuum Cleaner & Other Equipment	See CRI Green Label Standard for Vacuum Cleaners for additional guidance	✗	✗	✗	✗

- ✓ Product available
 ✗ Product currently not available

Notes:

When a product is Bio-based and CPG, Select CPG. Otherwise, if not exempted, bio-based shall be chosen over other attributes. On the GSA Advantage website some environmental product indicators, such as 'Non-Toxic' and 'Bio-based', are specified by the product vendor and have not been independently verified. Prior to procurement, it is important to examine the Safety Data Sheets (SDS's) formerly Material Safety Data Sheet (MSDS) for each product in order to verify that the environmental indicators designated by the vendor are accurate.

* Virgin Materials – Materials that have not been previously used or consumed, or subjected to processing other than for its original production.

EXHIBIT 9 || RESERVED

EXHIBIT 10 || TRASH / RECYCLING SURVEYS

Background

GSA's Public Buildings Service (PBS) provides work environments for over one million Federal employees nationwide. The inventory consists of courthouses, laboratories, offices and border stations. Tenant activities in these buildings generate tons of trash that PBS is obligated to properly dispose of and achieve a minimum waste diversion of 50% (per Executive Order 13514). Recycling, composting and other alternatives to landfills and incineration are the preferred methods for the disposal of trash.

Objectives

- Determine the right service level for solid waste/trash collection and removal
- Determine the most efficient methods to maximize reduction, recycling, and composting of solid waste/trash and to minimize waste pickups. All cost savings realized by the Contractor shall be used to reduce the cost of the trash/recycling disposal services at the building
- Achieve a minimum of 50% waste diversion through waste minimization, recycling, and composting. In the event that a new Executive Order / Policy is issued that increases the minimum diversion rate, the new Executive Order / Policy would supersede the current (E.O. 13514) and the Contractor shall comply

Extent of Work

The Contractor shall conduct a trash/recycling survey which shall include:

- 1) Surveying the quantity & size of trash/recycling containers & make recommendations to right-size service levels to minimize pickups (i.e. replacing trash container(s) with a compactor, removing un-needed containers, etc.)
- 2) Reviewing the amount of materials being thrown away that could be recycled and/or composted (i.e. paper, plastic, cardboard, glass, metal/aluminum, and wet waste)
- 3) Providing recommendations for improving the economy and efficiency of waste collection, storage, transfer, and disposal (including recycling and composting) in order to achieve a minimum of 50% waste diversion

ORDER FOR SUPPLIES AND SERVICES				REQUISITION/REFERENCE NUMBER EQ9P3PSFG-16-5089		PAGE OF PAGES 1 3	
1. DATE OF ORDER 8/19/2016		2. ORDER NUMBER GS-09-P-16-KS-A-7012/GS-P-09-16-KS-7132		3. CONTRACT NUMBER GS-21F-188AA		4. PDN NUMBER 1B6J70009	
FOR GOVERNMENT USE ONLY	5. ACCOUNTING AND APPROPRIATION DATA						
	FUND	FUNCTION CODE	B/A CODE	CC-A	C/E CODE	FY	REGION
	CC-B	PROJ./PROS NO.	O/C CODE	ORG. CODE	W/ITEM	PRT./CRFT	
6. TO: CONTRACTOR (Name, address and zip code) BESTWAY SERVICES INC. 1211 BUCHANAN ST NASHVILLE, TN 37208 USA					7. TYPE OF ORDER		
					A. <input type="checkbox"/> PURCHASE Please furnish the following on the terms and conditions specified on the order and the attached sheets, if any, including delivery as indicated.		
					B. <input type="checkbox"/> DELIVERY (For Supplies) This delivery order is issued subject to the terms and conditions of the above numbered contract.		
8A. Data Universal Numbering System (DUNS) Number 182988035					8B. Taxpayer Identification Number (TIN)		
9A. BUSINESS CLASSIFICATION <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. SMALL DISADVANTAGED <input type="checkbox"/> d. WOMAN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL <input type="checkbox"/> g. VETERAN <input type="checkbox"/> h. SERVICE DISABLED VETERAN					C. <input checked="" type="checkbox"/> TASK ORDER (For Services) This task order is issued subject to the terms and conditions of the above numbered contract.		
					D. MODIFICATION NUMBER AUTHORITY FOR ISSUING		
					Except as provided herein, all terms and conditions of the original order, as heretofore mentioned, remain unchanged.		
					9B. START DATE: 9/1/2016		
					9C. COMPLETION DATE: 8/31/2017		
10. ISSUING OFFICE (Address, Zip Code, and Telephone Number) GSA, AMD, SPECIALIZED CONTRACTS SEC (9PQ3S) 50 UNITED NATIONS PLAZA, 4TH FL SAN FRANCISCO, CA 94102-4912 United States				11. REMITTANCE ADDRESS (MANDATORY)		12. SHIP TO (Consignee Address, Zip Code and Telephone Number) GSA, LASC, NORTH SPRING FIELD OFFICE 312 N. SPRING STREET, ROOM 1020 LOS ANGELES, CA 90012-4799	
13. PLACE OF INSPECTION AND ACCEPTANCE 350 WEST 1ST STREET LOS ANGELES, CA 90012				14. REQUISITION OFFICE (Name, Symbol and Telephone Number) 9P3PSFG, GSA, SFSC, GOLDEN GATE FIELD OFFICE,			
15. F.O.B. POINT		16. GOVERNMENT B/L NUMBER		17. DELIVERY F.O.B. POINT		18. PAYMENT/DISCOUNT TERMS	
19. SCHEDULE							
ITEM NUMBER (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)		
	Please see attached						
20. RECEIVING OFFICE (Name, Symbol and Telephone Number)				TOTAL FROM 300-A(s)	\$89,421.01		
21. MAIL INVOICE TO: (Electronic Invoice Preferred) GENERAL SERVICES ADMINISTRATION P.O. Box 17181 Ft. Worth, TX 76102-0181				22. GROSS SHIP WEIGHT	GRAND TOTAL \$89,421.01		
				23. SHIPPING POINT			
				24A. FOR INQUIRIES REGARDING PAYMENT CONTACT:		24B. TELEPHONE NUMBER	
25A. NAME AND TITLE OF OFFEROR/CONTRACTOR				26A. UNITED STATES OF AMERICA (NAME OF CONTRACTING/ORDERING OFFICER) Tania Ramsay			
25B. SIGNATURE		25C. DATE SIGNED		26B. SIGNATURE TANIA RAMSAY		26C. DATE SIGNED 9/19/2016	

ORDER FOR SUPPLIES AND SERVICES *(Continuation)***THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER**PAGE 2
OF
PAGES 3PDN NUMBER
1B6J70009

DATE

ORDER NUMBER

GS-09-P-16-KS-A-7012/GS-P-09-16-KS-7132

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	LACH - Custodial and Related Services (Base Year) Custodial and Related Services at the New Los Angeles Courthouse located at 350 West 1st Street, Los Angeles, CA 90012 This award is a fixed price incrementally funded building service contract. The certification of funding reflects only one month of funding for the period of performance of September 1, 2016 thru September 30, 2016. The remaining 11 months are subject to the Limitation of Government's Obligation clause and will be funded in one-month increments. PoP: 09/01/2016 - 09/30/2016	(b) (4)			
0002	LACH - Custodial and Related Services (Base Year) Custodial and Related Services at the New Los Angeles Courthouse located at 350 West 1st Street, Los Angeles, CA 90012 Period of Performance: 10/1/2016 to 8/31/2016 The remaining 11 months are subject to the Limitation of Government's Obligation clause and will be funded in one-month increments. This obligation is the remaining 11 months that are subject to the Limitation of Government's Obligation clause and will be funded in one-month increments. PoP: 10/01/2016 - 08/31/2017 Contractor's DUNS No: 182988035 Contractor's TIN No.: Contractor's Email: al@bestwayservices.com	(b) (4)			

GSA300 List of Accounting Strings

Accounting String	Amount Obligated
1B6J70009.2016.192X.09.P092L230.PG61.PGA11.K08..CA0323ZZ.....	\$89,421.01